

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
COMMUNITY CENTER, SENIOR CENTER  
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
February 5, 2025**

**6:00 P.M.**

**REGULAR MEETING**

**NEXT RESOLUTION #780**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).
- 5. PRESENTATIONS**
  - A. District Highlights**
- 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 make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired, the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
  - A. Minutes for Regular Board Meeting of January 9, 2025**  
Approval receives and files minutes.
  - B. Warrants, Accounts Payable & Payroll**  
District's disbursements dated on or before December 31, 2024.
  - C. Financial Reports**  
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for December 2024.
  - D. Consideration and Adoption of Resolution No. 779 Directing SCI Consulting Group to Prepare the FY 2025-2026 Engineer's Report for the Assessment District**  
The purpose of this Engineer's Report is to establish the budget for the services that would be funded by the FY 2025-2026 Assessment.
  - E. Consideration and Approval for the General Manager to Issue a Request for Bids (RFB) for a Community Center Fire Alarm System**  
Staff is seeking authorization to issue a Request for Bids for professional services to design, procure and install a professional commercial fire alarm system for the Community Center campus.

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

The District adopted a surplus property disposal policy which outlines how the District disposes of surplus equipment and office supplies.

**8. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval for Award of Contract for Freedom Park Restroom/Concession Stand Remodel Design**

Awarding the contract for design services for the retrofit or replacement of the restroom/concession stand at Freedom Park west.

Suggested Action(s): A MOTION to

1. Award the contract for the Freedom Park Restroom Remodel Design to BOA Architecture for \$68,200; and
2. Authorize the General Manager to execute the agreement and take all necessary actions to proceed with the project.

**B. Consideration and Approval of \$25,000 for Placer.ai 12 Month Agreement Funding**

Funding of \$25,000 is needed for the remaining 12 months of a 16-month Agreement with Placer.ai location analytics software.

Suggested Action: A MOTION to approve the use of \$25,000 of Professional & Special Services (7100) funds to purchase one year of Placer.ai services.

**9. ORAL COMMUNICATION – INFORMATIONAL ITEMS, which do not require action but relate to District Business, will be reported by members of the Board and staff as follows:**

- A. Chair Dransfeldt
- B. Ventura County/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Personnel / Finance
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report
- G. Board Members

**10. 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  
Community Center, Senior Center Building  
Minutes of Regular Meeting  
January 9, 2025**

**6:00 P.M.**

**REGULAR MEETING**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

Director Fernandez was absent.

**4. AMENDMENTS TO THE AGENDA**

General Manager Mary Otten requested that Item 5.A. *A Recognition of Former Board Members by Ventura County Board of Supervisors* be pulled from the agenda.

Chair Dransfeldt called for a motion. A motion was made by Director Magner and seconded by Director Kelley to accept the agenda as amended.

**Motion to  
Approve the  
Agenda as  
Amended**

Voting was as follows:

Ayes: Magner, Kelley, Schlangen, Chair Dransfeldt

Noes:

Absent: Fernandez

**Carried**

Motion: Carried

**5. PRESENTATIONS**

**A. Marketing Updates**

Marketing Specialist Mauricio Ruiz presented the Marketing Recap from FY 24-25, noting surveys, top posts, views and likes.

**6. PUBLIC COMMENT**

No comments.

**7. CONSENT AGENDA**

A. Minutes for Regular Board Meeting of December 4, 2024

B. Warrants, Accounts Payable & Payroll

C. Financial Reports

D. Consideration and Approval for the Issuance of a Request for Proposal (RFP) for Type 1 Slurry Seal and Striping at Various Park Parking Lots

E. Consideration and Approval of Authorization to Update Signers for Banc of California Bank Account, Including the Removal of Two Board Members and Addition of Two New Board Members

Chair Dransfeldt called for a motion. A motion was made by Director Magner and seconded by Director Kelley to approve the Consent Agenda.

**Motion to Approve Consent Agenda**

Voting was as follows:

Ayes: Magner, Kelley, Schlangen, Chair Dransfeldt

Noes:

Absent: Fernandez

**Carried**

Motion: Carried

**8. NEW ITEMS – DISCUSSION/ACTION**

A. Consideration and Approval for a First Amendment to the Memorandum of Understanding Regarding the Shared Use of the Driveway and Parking Lot Located at Bob Kildee Community Park Parking Lot on the Eston Street Side with kidSTREAM

Administrative Analyst Jennifer Strain outlined additional requirements which require the District and kidSTREAM to execute a first amendment to the original MOU. Michael Shanklin, the executive director of kidSTREAM was in the audience for any questions. Due to the requirement by the City of Camarillo to add a stormwater treatment device and four additional light poles, the parking lot expansion which will add about 21 parking spots was rescheduled to Phase I. Discussion included maintenance of the various areas and the request for clarification of the indemnity verbiage in the agreement.

Chair Dransfeldt called for a motion. A motion was made by Director Magner and seconded by Director Schlangen to approve the First Amendment to the Memorandum of Understanding regarding the shared use of the driveway and parking lot located at Bob Kildee Community Park.

**Motion to Approve MOU Amendment with kidSTREAM**

Voting was as follows:

Ayes: Magner, Schlangen, Kelley, Chair Dransfeldt

Noes:

Absent: Fernandez

**Carried**

Motion: Carried

B. Board Member Committee Assignments for 2025

Chair Dransfeldt announced the following Board Member Committee Assignments:

- Finance Directors Dransfeldt & Magner
- Foundation Director Schlangen
- Liaison – City of Camarillo Directors Dransfeldt & Magner
- Long Range Planning Directors Fernandez & Schlangen

- Personnel Directors Fernandez & Kelley
- Policy Directors Dransfeldt & Magner
- Ad Hoc Pickleball Directors Dransfeldt & Magner

Outside Committees

- Santa Monica Mountains Conservancy (SMMC) Director Dransfeldt
- Ventura County Special District Association (VCSDA) Directors Magner & Schlangen (Alt.)
- California Special District Association (CSDA) Director Magner

**9. ORAL COMMUNICATION**

- A. Chair Dransfeldt – Chair Dransfeldt updated on meetings and special events attended.
- B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner reported that there will be a possible reorganization of the board. CSDA - Director Magner stated that she has 3 years left on executive and legislative committees.
- C. Santa Monica Mountains Conservancy – Chair Dransfeldt reported the Pacific Coast Highway Master Plan Feasibility Study meeting will be delayed to receive more community input. The next SMMC meeting will be January 27 at the King Gillette Ranch in Calabasas.
- D. Standing Committees – None.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Dransfeldt reported the Foundation is now organizing and running the weekly bingo at the Community Center. The Foundation Board was reorganized in December.
- F. General Manager’s Report – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events.
- G. Board Members – The Directors updated on the meetings and District events they attended for the month. Director Kelley stated that the City of Camarillo is working on a long term plan to address the homeless situation in Camarillo and would like the District to be aware since their decisions might affect the District’s parks.

**10. ADJOURNMENT**

Chair Dransfeldt adjourned the meeting at 6:55 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts  
Recording Secretary**

**Bev Dransfeldt  
Chair**

Pleasant Valley Recreation and Park District  
 Monthly AP, Payroll, Wire, Online Payment Report  
 December 2024

	Date	Amount	
Accounts Payables:	12/31/2024	\$ 647,814.87	
	<b>Total</b>	<b>\$ 647,814.87</b>	
Payroll (Total Cost):	12/5/2024	\$ 170,723.63	
	12/19/2024	\$ 172,757.56	
	<b>Total</b>	<b>\$ 343,481.19</b>	
Payroll AP Payments	12/2/2024	\$ 42,647.74	PERS Health Insurance Premium
	12/2/2024	\$ 3,644.59	Guardian
	12/2/2024	\$ 583.80	VSP
	12/2/2024	\$ 2,171.24	Hartford
	12/5/2024	\$ 19,956.60	CALPERS - Ret-PR 12/5/2024
	12/19/2024	\$ 20,011.59	CALPERS- Ret-PR-12/19/2024
	<b>Total</b>	<b>\$ 89,015.56</b>	
	<b>Grand Total</b>	<b>\$ 1,080,311.62</b>	

## CASH REPORT

	12/31/2024 Balance	12/31/2023 Balance
<b>Restricted Funds</b>		
Debt Service - Restricted	\$ 156,603.09	\$ 148,882.84
457 Pension Trust Restricted	\$ 162,534.56	\$ 72,390.80
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,254,077.61	\$ 4,422,267.94
VC Pool Quimby- Restricted	\$ 2,741,129.66	\$ 2,642,575.66
Park Impact Fees	\$ 2,165,163.26	\$ 2,038,015.24
Miracle League 805	\$ -	\$ 78,333.38
FCDP Checking	\$ -	\$ 13,846.66
<b>Total</b>	<b>\$ 9,479,508.18</b>	<b>\$ 9,416,312.52</b>
<b>Semi-Restricted Funds</b>		
Assessment	\$ 1,296,803.75	\$ 1,123,959.35
LAIF - Capital	\$ 1,553,062.74	\$ 1,427,199.77
PacWest/CalCLASS - Capital	\$ 2,040,799.82	\$ 1,937,528.38
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ -	\$ 49,843.80
Contingency - Dry Period	\$ 467,337.09	\$ 462,337.09
Contingency - Computer	\$ 33,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$ 420,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ 125,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ 80,000.00	\$ 30,000.00
<b>Total</b>	<b>\$ 6,746,487.40</b>	<b>\$ 6,206,352.39</b>
<b>Unrestricted Funds</b>		
Contingency	\$ 3,029,049.17	\$ 2,286,938.12
General Fund Checking	\$ 4,653,202.21	\$ 4,269,229.07
<b>Total</b>	<b>\$ 7,682,251.38</b>	<b>\$ 6,556,167.19</b>
<b>Total of all Funds</b>	<b>\$ 23,908,246.96</b>	<b>\$ 22,178,832.10</b>

	1/21/2025 Balance	1/31/2024 Balance
<b>Restricted Funds</b>		
Debt Service - Restricted	\$ 156,603.09	\$ 149,550.13
457 Pension Trust Restricted	\$ 162,534.56	\$ 72,712.05
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,253,988.54	\$ 4,424,881.16
VC Pool Quimby- Restricted	\$ 2,741,129.66	\$ 2,642,575.66
Park Impact Fees	\$ 2,165,163.26	\$ 2,047,477.29
FCDP Checking	\$ -	\$ -
<b>Total</b>	<b>\$ 9,322,816.02</b>	<b>\$ 9,187,646.16</b>
<b>Semi-Restricted Funds</b>		
Assessment	\$ 1,235,397.86	\$ 1,109,211.82
LAIF - Capital	\$ 1,553,062.74	\$ 1,454,708.41
PacWest/CalCLASS - Capital	\$ 2,040,799.82	\$ 1,946,454.62
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ -	\$ 49,843.80
Contingency - Dry Period	\$ 467,337.09	\$ 467,337.09
Contingency - Computer	\$ 33,000.00	\$ 33,000.00
Contingency - Repair/Oper/Admin	\$ 420,000.00	\$ 420,000.00
Contingency - Compensated Absences	\$ 125,000.00	\$ 125,000.00
Contingency - Vehicle Replacement	\$ 80,000.00	\$ 45,000.00
<b>Total</b>	<b>\$ 6,685,081.51</b>	<b>\$ 6,381,039.74</b>
<b>Unrestricted Funds</b>		
Contingency	\$ 6,993,951.00	\$ 5,891,805.30
General Fund Checking	\$ 811,062.00	\$ 654,853.27
<b>Total</b>	<b>\$ 7,805,013.00</b>	<b>\$ 6,546,658.57</b>
<b>Total of all Funds</b>	<b>\$ 23,812,910.53</b>	<b>\$ 22,115,344.47</b>

# Bank Reconciliation

## Board Audit

User: Cwebster  
 Printed: 01/08/2025 - 8:11AM  
 Date Range: 12/01/2024 - 12/31/2024  
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	AFLAC	AFLAC: BILLING NOV 2024 ACTI	12/02/2024	661.44
0	CALPERS HEALTH	CALPERS: HEALTH INS DEC 2024	12/02/2024	42,647.74
0	CALPERS PENSION	CALPERS: PR CONT 12/5/2024 / PL	12/05/2024	19,956.60
0	CALPERS PENSION	CALPERS: PR 12/19/2024 / PLAN 96	12/19/2024	20,011.59
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE88 PMT/ PR 12/5/2024	12/05/2024	4,446.27
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE88 PMT / PR 12/19/2024	12/19/2024	4,478.02
0	GUARDIAN	GUARDIAN: DENTAL BILLING DE	12/02/2024	3,644.59
0	HARTFORD LIFE & ACC. INSURAN	HARTFORD: LIFE INS BILLING DE	12/02/2024	2,171.24
0	INTERNAL REVENUE SERVICE - O	IRS: EFPTS 941 PMT/ PR 12/5/2024	12/05/2024	27,429.12
0	INTERNAL REVENUE SERVICE - O	IRS: EFPTS 941 PMT / PR 12/19/202	12/19/2024	27,714.76
0	VSP	VSP: DEC 2024 BILLING	12/02/2024	583.80
27548	METLIFE INSURANCE CO USA	METLIFE: JUAREZ, J/ SSN 4326/PA	12/05/2024	100.00
27565	ROBERT GRAHAM	GRAHAM, R: CLEANING DEP REF	12/12/2024	100.00
27578	METLIFE INSURANCE CO USA	METLIFE: JUAREZ, JAVIER/SSN 43	12/19/2024	100.00
27583	CAPRI	CAPRI: 3RD QTR WORK COMP/ FY	12/23/2024	54,058.75

Total for Department: 00 Non Departmentalized 208,103.92

Department: 03 Recreation

0	AMAZON	AMAZON: HALLOWEEN SUPPLIE	12/03/2024	131.74
0	AMAZON	AMAZON: FIRST AID KIT	12/12/2024	2,151.45
0	BEGINNERS EDGE SPORTS TRAIN	BEGINNERS EDGE: CLASSES SEP	12/04/2024	3,751.80
0	BEGINNERS EDGE SPORTS TRAIN	BEST: CLASSES 2024-11/2 - 11/16	12/12/2024	324.72
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCI	12/12/2024	539.50
0	ELIANNA VARGAS	VARAGAS, E: MILEAGE REIMB / C	12/12/2024	35.51
0	JANET SNYDER	SNYDER, J: DANCE TEN/ 15 ENRO	12/04/2024	472.50
0	JANET SNYDER	SNYDER J. : DANCE TEN DEC 202	12/31/2024	35.00
0	JONATHAN BALLARD	BALLARD, J: MILEAGE REIMB	12/23/2024	14.47
0	KALEEN GAGE	GAGE, K: REIMB BINGO BASH VC	12/12/2024	76.52
0	KATIE SHINDEN	SHINDEN, K: NOV CLASSES / 20 E	12/04/2024	1,601.60
0	KATIE SHINDEN	SHINDEN, K: KINDERMUSIK / DE	12/23/2024	943.80
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE CLASS	12/04/2024	468.00
0	PATRICIA J. BOLLAND	BOLLAND, P. DEC 2024	12/31/2024	523.25
0	SOCAL GAS COMPANY	SCG: SVC DATE 2024-10/24 -11/25 /	12/13/2024	3,645.22
0	US BANK	US BANK: CAL CARD STMT 11/22/	12/10/2024	2,532.14
27549	ROBERT INGLIS	INGLIS, R: BUBBLEMAKERS/ 2 EN	12/04/2024	71.50
27551	BRYAN MONKA	MONKA, B: SOCCER CLASS/ NOV	12/04/2024	1,094.60
27552	AUDREY WALZER	WALZER, A: YOGA CLASSES/ 18 E	12/04/2024	1,755.00
27553	DUNCAN YOUNG	YOUNG, D: GYMNASTIC CLASSE	12/04/2024	1,470.30
27557	AMERICAN RED CROSS	AMERICAN RED CROSS: ORDER C	12/12/2024	76.00
27560	COAST CART INC.	COAST CART: 2ND HALF PMT / 3 C	12/12/2024	730.00
27568	MAGIC JUMP RENTALS VENTURA	MAGIC JUMP RENTALS: INFLATA	12/12/2024	1,048.80
27576	CUMULUS BROADCASTING INC.	CUMULUS MEDIA: KBBY 95.1/ CA	12/13/2024	2,500.00
27577	POPPIN SOCAL LLC	POPPIN SOCAL: GREEN BALOON:	12/13/2024	520.00
27580	B & B DO IT CENTER	B&B: OUTLET STRIP/ FASTENER/	12/23/2024	35.23
27582	CANON SOLUTIONS AMERICA INC	CANON: VINYL SUPPLIES	12/23/2024	882.13
27584	CHRISTOPHER CHADWICK	CHADWICK, C: KICKBALL FORFE	12/23/2024	120.00
27586	COASTAL EMBROIDERY INC.	COASTAL EMBROIDERY: VINYL I	12/23/2024	257.40
27592	ROBERT INGLIS	INGLIS, R: SCUBA CLASSES / 7 EN	12/23/2024	269.75



Check No.	Vendor/Employee	Transaction Description	Date	Amount
27593	NIKKI KELLY	KELLY, N: WOOD FOREST SCHOC	12/23/2024	841.10
27597	MARIO SANCHEZ	SANCHEZ, M: HEAD UMPIRE FEE	12/23/2024	250.00
27600	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECH: DIRECTION ALUM	12/23/2024	1,610.35
27601	JOHANNES M POUW	POUW, M: LITTLE BIG LEAGUES /	12/23/2024	432.25
27602	DANIEL E HOWARD	HOWARD, D. NOV-DEC 2024	12/31/2024	624.00

Total for Department: 03 Recreation

31,835.63

Department: 04 Parks

0	ARAMSCO INC.	ARAMSCO: JANITORIAL SUPPLIE	12/12/2024	5,261.62
0	ARAMSCO INC.	ARAMSCO: JANITORIAL SUPPLIE	12/23/2024	481.11
0	ARMANDO MADERA	MADERA, A: PANTS REIMB FY 20:	12/12/2024	200.00
0	CLAYTON RUTKOWSKI	RUTKOWSKI, C: BOOTS REIMB F'	12/23/2024	210.10
0	DOG WASTE DEPOT	DOG WASTE DEPOT: 102 CASES R	12/12/2024	4,266.41
0	JASON ENGLAND	ENGLAND, J: BOOTS REIMB FY 2'	12/12/2024	250.00
0	JESSE GOMEZ	GOMEZ, J: WORK BOOTS REIMB /	12/23/2024	250.00
0	MICHAEL P. CRUZ	CRUZ, M: BOOTS REIMB FY 25	12/23/2024	433.80
0	NICK MARIENTHAL	MARIENTHAL, N: PANTS REIMB F	12/12/2024	401.09
0	SOCAL GAS COMPANY	SCG: SVC DATE 2024-10/23 -11/22 /	12/13/2024	489.32
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2024-10/15 - 11/13 /	12/03/2024	6,232.87
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2024-11/1 - 12/3 / P	12/19/2024	8,464.53
0	TMOBILE/SPRINT	TMOBILE: OCT-NOV 2024 ACTIVI	12/12/2024	268.50
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: ADA /SINK SVC DA	12/12/2024	226.88
0	US BANK	US BANK: CAL CARD STMT 11/22/	12/10/2024	5,771.17
0	WATER & SANITATION SERVICES	W&S: NOV 2024 BILLING/ CO-OP	12/12/2024	641.92
0	WEX BANK	WEX: REBATE / NOV 2024	12/12/2024	5,448.46
27554	CITY OF CAMARILLO	CITY OF CAM: SVC DATE 2024-10/	12/10/2024	46,651.64
27558	B & B DO IT CENTER	B&B: SUPPLIES / SHOP	12/12/2024	163.41
27561	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: IRRIGATION / H	12/12/2024	551.48
27563	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW WATER: BILLING DA	12/12/2024	108.33
27564	DIAL SECURITY	DIAL SECURITY: EVENT 11/2/2024	12/12/2024	159.50
27566	GRAINGER	GRAINGER: RETURN SWITCH / SI	12/12/2024	38.31
27567	KASTLE KARE	KASTLE KARE: NOV 2024 GOPHE	12/12/2024	1,200.00
27570	NAPA AUTO PARTS	NAPA: RIVET / TRUCK# 37	12/12/2024	532.46
27572	CHARLES MICHAEL PARRENT	PARRENT, C.M.: FALCON ROOFIN	12/12/2024	700.00
27575	THE FINISH LINE	THE FINISH LINE: SHIRT/ CAP	12/12/2024	1,077.68
27579	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: N	12/23/2024	947.39
27580	B & B DO IT CENTER	B&B: NUTS & BOLTS / FREEDOM	12/23/2024	352.85
27581	CAMROSA WATER DISTRICT	CAMROSA: NOV 2024 BILLING/ B	12/23/2024	12,904.18
27585	CITY OF CAMARILLO	CITY OF CAM: SVC DATE 2024-10/	12/23/2024	214.36
27587	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: BACKFLOW/ WC	12/23/2024	182.51
27588	CORONA CLAY COMPANY	CORONA CLAY: DG / PV FIELDS/ I	12/23/2024	1,888.44
27589	COUNTY OF VENTURA	COUNTY OF VENTURA: REV DISI	12/23/2024	100.00
27590	ENVISION FORD LINCOLN OF OX	ENVISION FORD: MORO ASY / TR	12/23/2024	67.54
27591	GREEN GLOBE HVAC INC	GREEN GLOBE: POOL HEATER RE	12/23/2024	2,207.00
27594	NAPA AUTO PARTS	NAPA: HONDA GENERATOR	12/23/2024	6.64
27595	PHOENIX GROUP INFORMATION S	PHOENIX: ADMIN/ PCSC 9/2024	12/23/2024	100.00
27596	R & R PRODUCTS, INC.	R&R: MOWER BLADES	12/23/2024	49.12

Total for Department: 04 Parks

109,500.62

Department: 05 Administration

0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: LEGAL SV	12/12/2024	1,946.50
0	AMAZON	AMAZON: SUPPLIES	12/12/2024	373.50
0	AMILIA TECHNOLOGIES USA, INC	AMILIA: SMART REC / NOV 2024 /	12/03/2024	4,128.51
0	CALPERS HEALTH	CALPERS: HEALTH INS DEC 2024	12/02/2024	1,555.55
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: DEC 2024 EQUIP REN'	12/12/2024	49.65
0	GUARDIAN	GUARDIAN: DENTAL BILLING DE	12/02/2024	51.49
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA: DEC 2024 BILI	12/12/2024	573.19
0	SPECTRUM BUSINESS	SPECTRUM: BILLING DATE 2024-1	12/12/2024	17.10
0	STAPLES BUSINESS ADVANTAGE	STAPLES: OFFICE SUPPLIES	12/12/2024	565.18
0	TMOBILE/SPRINT	TMOBILE: OCT-NOV 2024 ACTIVI	12/12/2024	47.80
0	US BANK	US BANK: CAL CARD STMT 11/22/	12/10/2024	1,623.07

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	VERSARE SOLUTIONS LLC	VERSARE: SALES ORDER 595168 /	12/12/2024	814.26
0	VSP	VSP: DEC 2024 BILLING	12/02/2024	20.85
0	WATER & SANITATION SERVICES	W&S: ONLINE PMT PROCESSING	12/12/2024	0.75
27550	MARTINO'S CATERING CORP.	MARTINO'S CATERING: YR END S	12/04/2024	1,237.64
27555	ADVANTAGE TELECOM	ADVANTAGE TELECOM: PHONE S	12/12/2024	1,588.71
27556	ALLCONNECTED, INC.	ALLCONNECTED: DEC 2024 MON	12/12/2024	4,217.14
27562	COMMUNITY MEMORIAL HEALTH	CMHC: EE SCREEN TEST/ NOV 20	12/12/2024	120.00
27569	MARK-IT PLACE	MARK-IT-PLACE: TUMBLERS	12/12/2024	288.96
27583	CAPRI	CAPRI: LIAB & PROP COVERAGE/	12/23/2024	212,058.00
27599	CODY SWANSON	SWANSON, C: HIKE 2024-11/16	12/23/2024	62.50
Total for Department: 05 Administration				231,340.35
Total for Fund:10 General Fund				580,780.52

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
27571	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: N	12/12/2024	16,659.27
27574	SHOWSCAPES, INC	SHOWSCAPES: NOV 2024 LANDSC	12/12/2024	21,772.66
Total for Department: 00 Non Departmentalized				38,431.93
Total for Fund:20 Assessment Fund				38,431.93

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
27573	SBS CORPORATION	SBS CORP: APP NO. 3 / SENIOR CT	12/12/2024	81,086.12
27585	CITY OF CAMARILLO	CITY OF CAM: SVC DATE 2024-10/	12/23/2024	245.48
Total for Department: 00				81,331.60
Total for Fund:30 Park Dedication Fund				81,331.60

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 40 Park Impact Fees Fund				
Department: 00 Non Departmentalized				
27559	CITY OF CAMARILLO- CASHIER	CITY OF CAM: PARK IMPACT FY 2	12/12/2024	36,286.38
Total for Department: 00 Non Departmentalized				36,286.38
Total for Fund:40 Park Impact Fees Fund				36,286.38

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		736,830.43

Developer	Project			Quimby Funds		GL Code				
	No.	Location	Description	Budgeted	Expended		Awarded	Balance	Committed Date	Allocation Date
<b>FAIRFIELD LLC</b>										
Public Hearing 11/7/2018	1	Freedom	Freedom Baseball Fields- Non- Contract Cost		\$ 504,121.78	\$ 2,250,489.70	\$ 2,250,489.70	11/7/2018	1/31/2020	8459
	2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,100,000.00	\$ 411,628.87		\$ 1,746,367.92			
Public Hearing 7/3/19	3	PV AC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74		\$ 1,334,739.05			8469
Mid-Year Budget Adj. 2/5/2020	4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90		\$ 636,613.41			8478
	5		Senior and Community Rec Fac Project		\$ 328,146.58		\$ 308,466.83			8511
	6		Senior and Community Rec Fac Exterior Proj		-		\$ 308,466.83			
	7		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20		\$ 27,817.63			8480
	8		Community Center Classroom and Auditorium Enhancements							
	9		Freedom Park Parking Lot Enhancement				\$ 340,775.98			
	10		Freedom Park Landscape and Walking Path							
	11		Camarillo Grove Nature Center							
				\$ 1,910,000.00	\$ 2,222,672.07		\$ 27,817.63			
<b>ELACORA MISSION OAKS</b>										
Budget Allocation 11/5/2020	1	Encanto	PG Equipment Installation	\$ 425,000.00	\$ 32,368.30	\$ 474,353.00	\$ 474,353.00	11/3/2016	8/8/2021	8444
Budget Allocation 7/7/2021	2	Arnell Reh Pk	Arnell Ranch Park Renovation	\$ 1,500,000.00	\$ 1,496,641.96		\$ 2,459,321.26	11/5/2020		8464
	3		Pickleball	\$ 1,400,000.00	\$ 328,274.85		\$ 962,679.30			8493
	4		Camarillo Nature Center	\$ 300,000.00	-		\$ 634,404.45			
	5		Freedom Park Landscape and Walking Path		-		\$ 634,404.45			
			Freedom Baseball Fields	\$ 3,200,000.00	\$ 2,014,804.55		\$ 634,404.45			
				\$ 629,500.00	\$ 231,108.98		\$ 243,244.02			
<b>KB HOMES</b>										
Public Hearing 7/5/2018	1	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 32,368.30	\$ 474,353.00	\$ 474,353.00	11/3/2016	8/10/2021	8444
Public Hearing 7/5/2018	2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78		\$ 441,984.70			8460
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Pavillion	\$ 65,000.00	\$ 31,537.74		\$ 275,730.92			8447
	4		Community Center Classroom and Auditorium Enhancements		\$ 949.16		\$ 243,244.02			8513
	5		Des Caminos Expansion and ADA		-		\$ 243,244.02			
				\$ 629,500.00	\$ 231,108.98		\$ 243,244.02			
<b>HABITAT FOR HUMANITY</b>										
Public Hearing 3/6/2024	1		Community Center Improvements	\$ 35,242.00	-	\$ 35,242.00	\$ 35,242.00		9/17/2024	
	2		Freedom Pickleball Courts	\$ 35,242.00	-	\$ 35,242.00	\$ 35,242.00			
				\$ 70,484.00	-	\$ 35,242.00	\$ 35,242.00			
<b>SHEA HOMES</b>										
Public Hearing 7/5/2023	1		Multi-Generation Center	\$ 1,000,000.00	-	\$ 1,264,500.00	\$ 1,264,500.00	7/5/2023	11/21/2024	8504
	2		Freedom Park ADA Bathroom	\$ 500,000.00	-	\$ 1,264,500.00	\$ 1,264,500.00	11/4/2024		8529
	3		Freedom Park Improvements		-	\$ 1,264,500.00	\$ 1,264,500.00	11/4/2024		
	4		Community Center Improvements		-	\$ 1,264,500.00	\$ 1,264,500.00	11/4/2024		
				\$ 1,500,000.00	-	\$ 1,264,500.00	\$ 1,264,500.00			
<b>Williams Homes</b>										
				\$ 2,840,447.45		\$ 2,840,447.45	\$ 2,840,447.45	7/29/2027		
<b>Somis Ranch Phase 1</b>										
				\$ 347,625.00		\$ 347,625.00	\$ 347,625.00	8/5/2027		
<b>Somis Ranch Phase 2</b>										
				\$ 278,100.00		\$ 278,100.00	\$ 278,100.00	10/20/2027		
<b>Barry 60 LLP</b>										
				\$ 313,508.00		\$ 313,508.00	\$ 313,508.00	3/15/2028		
<b>Interest</b>										
				\$ 1,010,229.65		\$ 1,010,229.65	\$ 1,010,229.65			
<b>Grand Total</b>				\$ 8,052,196.25	\$ 5,105,906.85	\$ 12,101,025.05	\$ 6,995,118.20			

Pleasant Valley Recreation and Park District  
Park Impact Fee's Collected

<b>FY2022</b>				
<b>Date Received</b>	<b>Amount</b>		<b>Applicant</b>	<b>Project</b>
10/28/2021	\$	158.40	Square One Arch	Messner Filtration
12/20/2021	\$	6,983.00	Art Wahl	Stern Residence
12/21/2021	\$	158,222.80	Levon Ghukasyan	Village at the Park
3/23/2022	\$	6,983.00	Crestview Ranch	Spanish Hills Estates
<b>Total Received</b>	<b>\$</b>	<b>172,347.20</b>		
<b>Interest Earned</b>	<b>\$</b>	<b>11.90</b>		
<b>PVRPD Administrative Fee</b>	<b>\$</b>	<b>(3,446.94)</b>		
<b>City Administrative Fee</b>	<b>\$</b>	<b>(3,446.94)</b>		

<b>FY2023</b>				
<b>Date Received</b>	<b>Amount</b>		<b>Applicant</b>	<b>Project</b>
9/29/2022	\$	218.40	Raymond Dickerhoff	Wedgewood Weddings
1/10/2023	\$	7,712.79	Travis Rodriguez	Jenkins Residence
3/6/2023	\$	7,712.79	Michael Dubin	600 Corte Corride
4/25/2023	\$	187.98	Daiva McBride	House of Bamboo
4/28/2023	\$	7,712.79	Phineas Turner	RPD-206
5/4/2023	\$	69.81	Sustainability Engineering Group	Ralph's Fuel Center
5/24/2023	\$	17,511.56	RJ Rieves	Rexford Ind.
5/26/2023	<del>\$</del>	<del>7,945.00</del>	Siamak Rezvani (Refunded)	Crestview
<b>Total Received</b>	<b>\$</b>	<b>41,126.12</b>		
<b>Interest Earned</b>	<b>\$</b>	<b>5,998.78</b>		
<b>PVRPD Administrative Fee</b>	<b>\$</b>	<b>(981.42)</b>		
<b>City Administrative Fee</b>	<b>\$</b>	<b>(981.42)</b>		

<b>FY2024</b>				
<b>Date Received</b>	<b>Amount</b>		<b>Applicant</b>	<b>Project</b>
9/7/2023	\$	1,771,314.00	Grant Williams	RPD-201 Camino Ruiz
11/30/2023	\$	2,060.00	Dillon Merchant	Chick Fil-A
3/5/2024	\$	660.00	Mahdi Rezvan	Arnell Pharmacy
3/18/2024	\$	18,577.89	Robert Goetsch	IPD-405
3/26/2024	\$	21,706.91	Charles Sandlin	Gleson/Dawson Self Storage
<b>YTD Received</b>	<b>\$</b>	<b>1,814,318.80</b>		
<b>YTD Interest Earned</b>	<b>\$</b>	<b>93,232.69</b>		
<b>City Administrative Fee</b>	<b>\$</b>	<b>(36,286.38)</b>		
<b>Balance as of 6/30/2024</b>	<b>\$</b>	<b>2,081,892.39</b>		

<b>FY2025</b>				
<b>Date Received</b>	<b>Amount</b>		<b>Applicant</b>	<b>Project</b>
7/19/2024	\$	8,159.33	Connor Christ	PR-1061
7/19/2024	\$	8,159.33	Travis Rodriguez	PR-1062
7/19/2024	\$	8,159.33	Connor Christ	PR-1063
10/28/2024	\$	80.36	Rick Morga	IPD-258TI
11/25/2024	\$	3,405.87	Texas Roadhouse	CPD-256
<b>YTD Received</b>	<b>\$</b>	<b>27,964.22</b>		
<b>YTD Interest Earned</b>	<b>\$</b>	<b>55,306.65</b>		
<b>Balance as of 12/31/2024</b>	<b>\$</b>	<b>2,165,163.26</b>		

<b>5-Year Findings Report Due</b>	<b>FY2027 (w/in 180D)</b>
	FY2032 (w/in 180D)
	FY2037 (w/in 180D)
	FY2042 (w/in 180D)



### California CLASS

Investment Name	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
<b>California CLASS</b>	5.23%	5.29%	5.45%	5.48%	5.51%	5.55%	5.54%	5.47%	5.44%
	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
<b>California CLASS</b>	5.42%	5.40%	5.39%	5.40%	5.42%	5.41%	5.26%	5.00%	4.83%

- Rates are determined at the end of the month

### Ventura County Pool

Investment Name	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
<b>Ventura County Pool</b>	3.56%	3.49%	3.51%	3.64%	3.78%	4.02%	4.26%	4.29%	4.39%
	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
<b>Ventura County Pool</b>	4.41%	4.52%	4.56%	4.57%	4.51%	4.52%	4.60%	4.47%	4.58%

### Local Agency Investment Fund (LAIF)

Investment Name	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
<b>Local Agency Investment Fund (LAIF)</b>	3.17%	3.31%	3.43%	3.53%	3.67%	3.84%	3.93%	4.01%	4.12%
	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
<b>Local Agency Investment Fund (LAIF)</b>	4.23%	4.27%	4.33%	4.48%	4.52%	4.58%	4.58%	4.52%	4.48%

### Banc of California

Investment Name	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
<b>Banc of California</b>	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
<b>Banc of California</b>	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: February 5, 2025**

**SUBJECT: FINANCE REPORT DECEMBER 2024**

**ANALYSIS OF COMPARATIVE FINANCIALS THROUGH DECEMBER 31, 2024**

The District's Statements of Revenues and Expenditures for the period of December 1, 2024, through December 31, 2024, with a year-to-date comparison for the period of December 1, 2023, through December 31, 2023, are attached. The percentage rate used is 50% for Period 6 of the current fiscal year. All dollar amounts as presented are rounded to the nearest whole dollar.

**REVENUES**

Total revenue including the 6<sup>th</sup> month ending December 31, 2024, for Fund 10 (General Fund) has an overall increase of \$144,601 in comparison to Fiscal Year 2023-2024. The variance from the prior year includes: 1) increase in Rentals (5530) of \$46,533, 2) increase in Staffing Cost Recovery (5563) received in the amount of \$18,162, and 3) increase in Rebates Received (5574) of \$102,575. The increase in Rentals is due to increases in rental fees. Staffing Cost Recovery has a significant increase due to collection in advance for certain rentals. The Rebates Received was from BE Water Wise for Turf Mitigation.

Total revenue recorded for Fund 20 for December 2024, the Assessment District Fund, was \$2,277 in interest earnings and \$753,864 in Assessment Revenue.

Total revenue recorded for Fund 30 for December 2024, the Quimby Fund, was \$15,041 in interest. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for December 2024, the Park Impact Fees Fund, was \$8,503 in interest and no Park Impact Fees collected. Park Impact Fees are only collected when certain requirements are met whenever additional square footage is added to either residential or commercial properties.

Fund 50 Community Development Block Grant has been fully expended and reported. There is nothing further to report.

Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds. There are no funds as of this report.

**EXPENDITURES**

Fund 10 Personnel Expenditures: Adjusting for the Unfunded Liability payment to CalPERS (6170) of \$515,039, there was an increase in salaries and benefits year-over-year of \$163,363. This is due to being fully staffed, as well as merit and cost of living increases.

Fund 10 Service and Supply Expenditures show a decrease of \$401.76 in comparison to the same period last year.

Adjusting for reserves, the increase in Services and Supplies year-to-date is \$2,801. This increase includes Insurance Liability (6410) being \$46,528 more than last year, an increase in Business Services (7180) of \$47,711 due to the transition of Springbrook from an enterprise system to cloud-based system and increased modules, and an increase in Utilities – Water (7820) of \$107,040 due to a drier and warmer first quarter of the year as well as increased water rates. There is currently a year-over-year decrease of \$108,871 in 6960 Approp Redev/Collection Fees due to a delay in receipt of the first half of unsecured property taxes. The fees on the unsecured portion will be reflected in the January Finance report.

Fund 10 Capital Expenditures are at \$671,739 for the year: \$618,279 for the carryover Playground Replacement at Lokker Park and \$53,460 for the purchase of two fleet vehicles.

Fund 10 Total Expenditures year-to-date are \$771,056 more compared to this point last year. Non-capital expenditures are \$184,238 more than this point last year, but that number will be increased in January with the recognition of the unsecured property taxes.

Fund 20 Total Expenditures are \$809,381 in Services and Supplies as of this month.

Fund 30 Expenditures are \$245 in Pickleball and \$81,086 in Senior Center improvements for this month.

Fund 40 has \$36,286 in Administrative Fee expenditures to the City of Camarillo.

### **FISCAL IMPACT**

Overall, the financials show the District is under the approved budget for Fund 10 by 54%, Fund 20 by 40%, and Fund 30 by 90%. Fund 40 has no budget.

### **RECOMMENDATION**

It is recommended the Board review and approve the Financial Statements for December 31, 2024, for Fund 10, Fund 20, Fund 30, and Fund 40.

### **ATTACHMENTS**

- 1) Financial Statement of Revenues and Expenditures as of December 31, 2024, Fund 10  
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of December 31, 2024, Fund 20  
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of December 31, 2024, Fund 30  
(1 page)
- 4) Financial Statement of Revenue and Expenditures as of December 31, 2024, Fund 40  
(1 page)

General Ledger  
Fund 10 General Fund  
December 2024 50.0%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>						
5110-5230 Tax Apportionment	\$ 4,699,080.12	\$ 4,710,093.02	\$ 4,723,418.27	\$ 8,877,226.00	\$ 4,153,807.73	53%
5310 - Interest Earnings	\$ 23,375.60	\$ 210,823.31	\$ 220,565.21	\$ 270,000.00	\$ 49,434.79	82%
5502 - Carryover Balance	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 75,000.00	0%
5506 - Park Patrol Citations	\$ 666.46	\$ 2,236.80	\$ 2,314.05	\$ 2,300.00	\$ (14.05)	101%
5508 - Bingo - Primary Revenue	\$ 945.71	\$ 11,536.00	\$ 9,882.76	\$ 19,750.00	\$ 9,867.24	50%
5509 - Excess Bingo Revenue	\$ -	\$ 2,919.00	\$ 919.05	\$ 240.00	\$ (679.05)	383%
5510 - Contract Classes-Public Fees	\$ 10,205.56	\$ 129,790.46	\$ 124,135.37	\$ 204,565.00	\$ 80,429.63	61%
5511 - Public Fees	\$ 6,980.00	\$ 210,872.84	\$ 200,816.29	\$ 364,429.00	\$ 163,612.71	55%
5520 - Public Fees-Entry Fees	\$ 2,647.00	\$ 24,264.50	\$ 22,416.00	\$ 41,600.00	\$ 19,184.00	54%
5525 - Vending Concessions	\$ -	\$ -	\$ 259.65	\$ 1,450.00	\$ 1,190.35	18%
5530 - Rental	\$ 67,787.62	\$ 380,104.51	\$ 426,637.51	\$ 690,023.00	\$ 263,385.49	62%
5535 - Cell Tower Revenue	\$ 14,236.98	\$ 82,928.85	\$ 90,395.34	\$ 166,109.00	\$ 75,713.66	54%
5540 - Parking Fees	\$ 936.22	\$ 18,425.97	\$ 18,400.62	\$ 10,350.00	\$ (8,050.62)	178%
5550 - Dues	\$ -	\$ -	\$ 125.00	\$ -	\$ (125.00)	-
5555 - Advertising Revenue	\$ -	\$ 4,100.00	\$ 3,685.00	\$ 6,000.00	\$ 2,315.00	61%
5558 - Sponsorships/Donations	\$ 225.01	\$ 4,057.47	\$ 6,364.32	\$ 5,000.00	\$ (1,364.32)	127%
5561 - Special Event	\$ -	\$ 22,303.19	\$ 30,652.33	\$ 129,700.00	\$ 99,047.67	24%
5563 - Staffing Cost Recovery	\$ 1,878.00	\$ 18,564.50	\$ 36,726.25	\$ 65,960.00	\$ 29,233.75	56%
5564 - Special Event Permits	\$ 100.00	\$ 1,690.00	\$ 1,050.00	\$ -	\$ (1,050.00)	-
5566 - Security Services - Recovery	\$ 600.00	\$ 4,675.00	\$ 3,295.00	\$ -	\$ (3,295.00)	-
5570 - Contributions	\$ 71.48	\$ 437.32	\$ 857.39	\$ -	\$ (857.39)	-
5574 - Rebates Recieved	\$ -	\$ -	\$ 102,572.00	\$ -	\$ (102,572.00)	-
5575 - Other Misc Revenue	\$ 1,560.00	\$ 52,926.69	\$ 36,160.00	\$ 53,684.00	\$ 17,524.00	67%
5576 - Restricted Donations	\$ -	\$ 5,598.00	\$ 572.64	\$ -	\$ (572.64)	-
5585 - Incentive Income	\$ 779.82	\$ 855.78	\$ 1,755.92	\$ 1,700.00	\$ (55.92)	103%
5600 - Reimbursement - ROPS	\$ -	\$ 161,273.64	\$ 141,101.73	\$ 560,000.00	\$ 418,898.27	25%
<b>Revenue</b>	\$ 4,832,075.58	\$ 6,060,476.85	\$ 6,205,077.70	\$ 11,545,086.00	\$ 5,340,008.30	54%
<b>YTD Comparison</b>			\$ 144,600.85			
<b>Personnel</b>	\$ -	\$ -	\$ -	\$ -	\$ -	-
6100 - Full Time Salaries	\$ 232,883.89	\$ 1,262,126.96	\$ 1,366,752.10	\$ 3,094,949.00	\$ 1,728,196.90	44%
6101 - Overtime Salaries	\$ 1,453.24	\$ 10,827.58	\$ 8,718.37	\$ 28,035.00	\$ 19,316.63	31%
6105 - Car Allowance	\$ 461.52	\$ 4,953.12	\$ 2,769.12	\$ 6,000.00	\$ 3,230.88	46%
6108 - Cell Phone Allowance	\$ 1,266.00	\$ 6,545.07	\$ 7,635.00	\$ 18,070.00	\$ 10,435.00	42%
6110 - Part-Time Salaries	\$ 20,885.04	\$ 239,167.58	\$ 228,944.71	\$ 608,614.00	\$ 379,669.29	38%
6120 - Retirement	\$ 39,284.35	\$ 215,688.72	\$ 240,704.22	\$ 576,288.00	\$ 335,583.78	42%
6121 - 457 Pension	\$ 87.17	\$ 6,476.30	\$ 8,593.14	\$ 7,000.00	\$ (1,593.14)	123%
6125 - Deferred Compensation	\$ 399.46	\$ 2,396.76	\$ 2,396.76	\$ 5,592.00	\$ 3,195.24	43%
6130 - Employee Insurance	\$ 34,543.22	\$ 152,839.37	\$ 189,813.39	\$ 488,032.00	\$ 298,218.61	39%
6140 - Workers Compensation	\$ 13,592.75	\$ 73,932.91	\$ 82,990.32	\$ 192,345.00	\$ 109,354.68	43%
6150 - Unemployment Insurance	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0%
6170 - PERS Unfunded Liability	\$ -	\$ 494,762.00	\$ 515,039.00	\$ 582,241.00	\$ 67,202.00	88%
<b>Personnel</b>	\$ 344,856.64	\$ 2,469,716.37	\$ 2,654,356.13	\$ 5,617,166.00	\$ 2,962,809.87	47%
<b>YTD Comparison</b>			\$ 184,639.76			
<b>Services and Supplies</b>	\$ -	\$ -	\$ -	\$ -	\$ -	-
6210 - Telephone/Internet	\$ 1,916.96	\$ 11,024.27	\$ 11,306.17	\$ 23,720.00	\$ 12,413.83	48%
6220 - IT Services	\$ 4,217.14	\$ 33,132.74	\$ 37,061.77	\$ 72,199.00	\$ 35,137.23	51%
6230 - IT Hardware	\$ 281.96	\$ -	\$ 5,835.63	\$ 7,200.00	\$ 1,364.37	81%
6240 - Software Services	\$ 3,224.17	\$ 32,838.04	\$ 20,994.53	\$ 45,854.00	\$ 24,859.47	46%
6310 - Pool Chemicals	\$ -	\$ 2,993.59	\$ 3,762.96	\$ 7,250.00	\$ 3,487.04	52%
6320 - Janitorial Supplies	\$ 5,742.73	\$ 22,948.62	\$ 28,505.06	\$ 68,343.00	\$ 39,837.94	42%
6330 - Kitchen Supplies	\$ -	\$ 121.36	\$ 43.51	\$ 700.00	\$ 656.49	6%
6340 - Food Supplies	\$ 387.26	\$ 3,650.14	\$ 1,962.75	\$ 7,545.00	\$ 5,582.25	26%
6350 - Water Maint & Service	\$ 49.65	\$ 391.65	\$ 331.20	\$ 908.00	\$ 576.80	36%
6360 - Laundry/Wash Service	\$ -	\$ 144.00	\$ -	\$ 1,120.00	\$ 1,120.00	0%
6380 - Medical Supplies	\$ -	\$ -	\$ -	\$ 1,390.00	\$ 1,390.00	0%
6410 - Insurance Liability	\$ 212,058.00	\$ 377,588.00	\$ 424,116.00	\$ 441,778.00	\$ 17,662.00	96%
6500 - Equipment Maintenance	\$ 91.15	\$ 1,629.02	\$ 144.79	\$ 4,000.00	\$ 3,855.21	4%
6510 - Fuel	\$ 5,792.43	\$ 31,563.22	\$ 28,954.09	\$ 58,204.00	\$ 29,249.91	50%
6520 - Vehicle Maintenance	\$ 2,545.64	\$ 25,316.36	\$ 18,824.61	\$ 41,910.00	\$ 23,085.39	45%
6610 - Building Repair	\$ 1,942.82	\$ 33,636.09	\$ 25,405.63	\$ 67,750.00	\$ 42,344.37	37%
6620 - HVAC Maintenance/Repairs	\$ 2,207.00	\$ 2,392.17	\$ 2,207.00	\$ 9,128.00	\$ 6,921.00	24%
6630 - Playground Maintenance	\$ 384.74	\$ 5,515.14	\$ 10,869.70	\$ 35,000.00	\$ 24,130.30	31%
6710 - Grounds Maintenance	\$ 4,248.22	\$ 44,009.79	\$ 53,711.86	\$ 104,760.00	\$ 51,048.14	51%
6719 - Tree Care	\$ -	\$ 28,072.33	\$ -	\$ -	\$ -	-
6720 - Contracted LS Services	\$ -	\$ 198.40	\$ -	\$ -	\$ -	-
6730 - Contracted Pest Control	\$ 1,200.00	\$ 1,800.00	\$ 3,000.00	\$ 7,200.00	\$ 4,200.00	42%
6740 - Rubbish & Refuse	\$ 947.39	\$ 33,625.00	\$ 39,398.36	\$ 92,763.00	\$ 53,364.64	42%
6750 - Vandalism/Theft	\$ -	\$ 1,147.53	\$ -	\$ 1,500.00	\$ 1,500.00	0%
6810 - Memberships	\$ 424.94	\$ 14,315.00	\$ 15,077.94	\$ 17,052.00	\$ 1,974.06	88%
6910 - Office Supplies	\$ 2,080.22	\$ 11,830.07	\$ 7,763.43	\$ 33,950.00	\$ 26,186.57	23%
6920 - Postage Expense	\$ -	\$ 11,827.46	\$ 13,297.03	\$ 20,200.00	\$ 6,902.97	66%
6930 - Advertising Expense	\$ -	\$ 535.00	\$ 174.44	\$ 3,540.00	\$ 3,365.56	5%
6940 - Printing Charges	\$ 573.19	\$ 3,650.01	\$ 3,884.27	\$ 13,121.00	\$ 9,236.73	30%
6950 - Bank & Registration Fees	\$ 1,338.72	\$ 554.38	\$ 16,423.46	\$ 33,920.00	\$ 17,496.54	48%
6960 - Approp Redew/Collection Fees	\$ 363,186.69	\$ 472,118.07	\$ 363,247.54	\$ 728,891.00	\$ 365,643.46	50%
6980 - Minor Furn Fixture & Equip	\$ 842.13	\$ 11,158.64	\$ 1,536.20	\$ 9,437.00	\$ 7,900.80	16%
7010 - Fingerprint Fees (HR)	\$ -	\$ 438.00	\$ 432.00	\$ 3,360.00	\$ 2,928.00	13%
7020 - Fire & Safety Insp Fees	\$ 328.80	\$ 304.00	\$ 328.80	\$ 6,675.00	\$ 6,346.20	5%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
7030 - Permit & Licensing Fees	\$ -	\$ 5,970.53	\$ 630.51	\$ 9,110.00	\$ 8,479.49	7%
7100 - Professional Services	\$ 2,500.00	\$ 27,322.13	\$ 29,972.73	\$ 130,200.00	\$ 100,227.27	23%
7110 - Legal Services	\$ 1,946.50	\$ 38,515.75	\$ 11,387.00	\$ 96,000.00	\$ 84,613.00	12%
7115 - Typeset and Print Services	\$ -	\$ 11,681.76	\$ 10,263.39	\$ 38,100.00	\$ 27,836.61	27%
7120 - Instructor Services	\$ 15,281.17	\$ 76,552.74	\$ 59,696.19	\$ 113,635.00	\$ 53,938.81	53%
7125 - PERS Admin Fees	\$ 114.83	\$ 861.09	\$ 719.60	\$ 2,200.00	\$ 1,480.40	33%
7130 - Audit Services	\$ -	\$ 7,750.00	\$ 12,050.00	\$ 17,425.00	\$ 5,375.00	69%
7140 - Medical & Health Svcs	\$ 120.00	\$ 840.00	\$ 932.44	\$ 10,720.00	\$ 9,787.56	9%
7150 - Security Services	\$ 159.50	\$ 3,167.83	\$ 3,693.00	\$ 7,122.00	\$ 3,429.00	52%
7160 - Entertainment Services	\$ -	\$ 4,573.26	\$ -	\$ 4,300.00	\$ 4,300.00	0%
7180 - Business Services	\$ 4,483.51	\$ 50,521.04	\$ 98,231.85	\$ 180,532.00	\$ 82,300.15	54%
7190 - Umpire/Referee Services	\$ 370.00	\$ 965.00	\$ 1,620.00	\$ 1,700.00	\$ 80.00	95%
7210 - Subscriptions	\$ 31.97	\$ 1,171.60	\$ 190.73	\$ 3,017.00	\$ 2,826.27	6%
7310 - Rents & Leases - Equip	\$ 2,005.68	\$ 9,498.91	\$ 10,515.67	\$ 50,870.00	\$ 40,354.33	21%
7320 - Bldg/Field Leases & Rental	\$ -	\$ -	\$ -	\$ 60.00	\$ 60.00	0%
7410 - Division Supplies	\$ 5,012.12	\$ 12,790.48	\$ 20,275.74	\$ 35,940.00	\$ 15,664.26	56%
7420 - Program/Event Supplies	\$ -	\$ -	\$ 200.55	\$ 50.00	\$ (150.55)	401%
7430 - Bingo Supplies	\$ -	\$ 1,350.80	\$ 2,290.84	\$ 5,400.00	\$ 3,109.16	42%
7440 - Sporting Goods	\$ 33.75	\$ 1,666.58	\$ 3,334.33	\$ 11,620.00	\$ 8,285.67	29%
7450 - Arts and Craft Supplies	\$ -	\$ -	\$ 431.86	\$ 1,575.00	\$ 1,143.14	27%
7460 - Training Supplies	\$ 126.36	\$ -	\$ 126.36	\$ 4,770.00	\$ 4,643.64	3%
7500 - Small Tools	\$ 765.55	\$ 1,012.58	\$ 4,903.43	\$ 6,000.00	\$ 1,096.57	82%
7510 - Safety Supplies	\$ -	\$ 585.67	\$ 2,063.98	\$ 4,619.00	\$ 2,555.02	45%
7610 - Uniform Allowance	\$ 1,927.68	\$ 4,953.37	\$ 11,224.27	\$ 16,765.00	\$ 5,540.73	67%
7620 - Safety Clothing	\$ 894.99	\$ 377.79	\$ 1,799.52	\$ 6,450.00	\$ 4,650.48	28%
7710 - Conference&Seminar Staff	\$ 40.00	\$ 5,668.00	\$ 3,122.93	\$ 20,453.00	\$ 17,330.07	15%
7715 - Conference&Seminar Board	\$ -	\$ 815.00	\$ -	\$ 2,475.00	\$ 2,475.00	0%
7720 - Conference&Seminar Travel Exp	\$ 1,148.38	\$ 3,240.13	\$ 3,191.73	\$ 5,854.00	\$ 2,662.27	55%
7725 - Out of Town Travel Board	\$ -	\$ 351.23	\$ 461.32	\$ 2,970.00	\$ 2,508.68	16%
7730 - Private Vehicle Mileage	\$ 154.70	\$ 199.18	\$ 592.67	\$ 4,882.00	\$ 4,289.33	12%
7750 - Buses/Excursions	\$ -	\$ 6,888.43	\$ 4,652.85	\$ 12,200.00	\$ 7,547.15	38%
7760 - Tuition/Book Reimbursement	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	0%
7810 - Utilities - Gas	\$ 4,134.54	\$ 13,613.08	\$ 13,841.88	\$ 49,413.00	\$ 35,571.12	28%
7820 - Utilities - Water	\$ 60,520.43	\$ 388,783.40	\$ 495,823.21	\$ 905,155.00	\$ 409,331.79	55%
7830 - Utilities - Electric	\$ 14,697.40	\$ 104,591.40	\$ 106,825.13	\$ 236,994.00	\$ 130,168.87	45%
7840 - Airport Assessment Exp	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0%
7910 - Awards and Certificates	\$ 410.08	\$ 4,306.63	\$ 5,024.96	\$ 18,730.00	\$ 13,705.04	27%
7920 - Meals for Staff Training	\$ 79.93	\$ 558.63	\$ 475.51	\$ 3,500.00	\$ 3,024.49	14%
7930 - Employee Morale	\$ 1,237.64	\$ 1,929.44	\$ 2,804.05	\$ 5,500.00	\$ 2,695.95	51%
7950 - COP Debt - PV Fields	\$ -	\$ 133,265.89	\$ 87,637.72	\$ 293,214.00	\$ 205,576.28	30%
7971 - Reserve Computer Fleet	\$ -	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	100%
7973 - Reserve Dry Period	\$ -	\$ 65,203.00	\$ 50,000.00	\$ 50,000.00	\$ -	100%
7974 - Reserve Capital Improvements	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	-
7975 - Reserve Repair/Oper/Admin	\$ -	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	100%
7976 - Reserve - Compensated Absences	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	100%
<b>Services and Supplies</b>	<b>\$ 734,208.66</b>	<b>\$ 2,282,010.44</b>	<b>\$ 2,281,608.68</b>	<b>\$ 4,439,888.00</b>	<b>\$ 2,158,279.32</b>	
<b>YTD Comparison</b>			<b>\$ (401.76)</b>			
<b>Capital</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
8400 - General Capital	\$ -	\$ 5,380.00	\$ -	\$ 535,000.00	\$ 535,000.00	0%
8420 - Equip/Facility Replacement	\$ -	\$ -	\$ 53,459.91	\$ 55,000.00	\$ 1,540.09	97%
8502 - Freedom Dog Park	\$ -	\$ 3,740.74	\$ -	\$ -	\$ -	-
8507 - Lokker Playground	\$ -	\$ -	\$ 618,279.44	\$ 630,471.08	\$ 12,191.64	98%
8509 - PV Fields Sewer Lift Stations	\$ -	\$ 75,800.54	\$ -	\$ -	\$ -	-
8517 - Community Center Alarm	\$ -	\$ -	\$ -	\$ 120,000.00	\$ 120,000.00	0%
8518 - Bob Kildee Parking Lot	\$ -	\$ -	\$ -	\$ 117,089.00	\$ 117,089.00	0%
8519 - Cam Grove Parking Lot	\$ -	\$ -	\$ -	\$ 110,063.00	\$ 110,063.00	0%
8520 - Cam Grove BBQ	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0%
8521 - Dos Caminos Parking Lot	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0%
8522 - Mel Vincent Parking Lot	\$ -	\$ -	\$ -	\$ 27,000.00	\$ 27,000.00	0%
8523 - Pitts Ranch Tennis Court Resur	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0%
8524 - Pitts Ranch Parking Lot	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	0%
8526 - PV Parking Lot	\$ -	\$ -	\$ -	\$ 186,000.00	\$ 186,000.00	0%
8527 - PV Field VFD Replacement	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	0%
8528 - Springville Iron Fence Replace	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 80,000.00	0%
<b>Capital</b>	<b>\$ -</b>	<b>\$ 84,921.28</b>	<b>\$ 671,739.35</b>	<b>\$ 2,035,623.08</b>	<b>\$ 1,363,883.73</b>	<b>33%</b>
<b>YTD Comparison</b>			<b>\$ 586,818.07</b>			
<b>Total Expenses</b>	<b>\$ 1,079,065.30</b>	<b>\$ 4,836,648.09</b>	<b>\$ 5,607,704.16</b>	<b>\$ 12,092,677.08</b>	<b>\$ 6,484,972.92</b>	<b>46%</b>
<b>YTD Comparison</b>			<b>\$ 771,056.07</b>			
<b>Revenue Total</b>	<b>\$ 4,832,075.58</b>	<b>\$ 6,060,476.85</b>	<b>\$ 6,205,077.70</b>	<b>\$ 11,545,086.00</b>	<b>\$ 5,340,008.30</b>	<b>54%</b>
<b>Expense Total</b>	<b>\$ 1,079,065.30</b>	<b>\$ 4,836,648.09</b>	<b>\$ 5,607,704.16</b>	<b>\$ 12,092,677.08</b>	<b>\$ 6,484,972.92</b>	<b>46%</b>
<b>YTD Revenue-Expenses</b>		<b>\$ 1,223,828.76</b>	<b>\$ 597,373.54</b>			
<b>YTD Comparison</b>			<b>\$ (626,455.22)</b>			

General Ledger  
Fund 20 Assessment Fund  
December 2024 50.0%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	-
5310 - Interest Earnings	\$ 2,277.01	\$ 22,336.38	\$ 24,270.58	\$ 35,000.00	\$ 10,729.42	69%
5500 - Assessment Revenue	\$ 753,863.55	\$ 739,999.98	\$ 756,883.70	\$ 1,341,735.00	\$ 584,851.30	56%
<b>Revenue</b>	\$ 756,140.56	\$ 762,336.36	\$ 781,154.28	\$ 1,376,735.00	\$ 595,580.72	57%
<b>YTD Comparison</b>			\$ 18,817.92			
<b>Personnel</b>						
6100 - Full Time Salaries	\$ -	\$ 50,780.14	\$ -	\$ -	\$ -	-
6108 - Cell Phone Allowance	\$ -	\$ 132.93	\$ -	\$ -	\$ -	-
6110 - Part-Time Salaries	\$ -	\$ 3,749.34	\$ -	\$ -	\$ -	-
6120 - Retirement	\$ -	\$ 9,932.61	\$ -	\$ -	\$ -	-
6130 - Employee Insurance	\$ -	\$ 10,870.97	\$ -	\$ -	\$ -	-
6140 - Workers Compensation	\$ -	\$ 6,053.26	\$ -	\$ -	\$ -	-
<b>Personnel</b>	\$ -	\$ 81,519.25	\$ -	\$ -	\$ -	-
<b>YTD Comparison</b>			\$ (81,519.25)			
<b>Services and Supplies</b>						
6610 - Building Repair	\$ -	\$ 2,355.55	\$ -	\$ -	\$ -	-
6709 - Incidental Costs - Assess	\$ -	\$ 11,269.13	\$ 10,567.89	\$ 19,444.00	\$ 8,876.11	54%
6710 - Grounds Maintenance	\$ -	\$ 39,156.33	\$ 6,200.38	\$ 78,293.00	\$ 72,092.62	8%
6719 - Tree Care	\$ -	\$ 19,865.62	\$ 97,374.71	\$ 120,000.00	\$ 22,625.29	81%
6720 - Contracted LS Services	\$ 38,431.93	\$ 201,895.13	\$ 226,903.50	\$ 610,938.00	\$ 384,034.50	37%
6722 - Park Amenities - Assess	\$ -	\$ -	\$ 5,887.19	\$ 60,000.00	\$ 54,112.81	10%
6740 - Rubbish & Refuse	\$ -	\$ 1,894.78	\$ -	\$ -	\$ -	-
6950 - Bank & Registration Fees	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0%
6960 - Approp Redev/Collection Fees	\$ 1,884.66	\$ 1,844.30	\$ 1,892.17	\$ 3,500.00	\$ 1,607.83	54%
7310 - Rents & Leases - Equip	\$ -	\$ 846.65	\$ -	\$ -	\$ -	-
7950 - COP Debt - PV Fields	\$ -	\$ 408,779.69	\$ 460,554.69	\$ 460,555.00	\$ 0.31	100%
<b>Services and Supplies</b>	\$ 40,316.59	\$ 687,907.18	\$ 809,380.53	\$ 1,352,800.00	\$ 543,419.47	
<b>YTD Comparison</b>			\$ 121,473.35			
<b>Total Expenses</b>	\$ 40,316.59	\$ 769,426.43	\$ 809,380.53	\$ 1,352,800.00	\$ 543,419.47	60%
<b>YTD Comparison</b>			\$ 39,954.10			
<b>Revenue Total</b>	\$ 756,140.56	\$ 762,336.36	\$ 781,154.28	\$ 1,376,735.00	\$ 595,580.72	57%
<b>Expense Total</b>	\$ 40,316.59	\$ 769,426.43	\$ 809,380.53	\$ 1,352,800.00	\$ 543,419.47	60%
<b>YTD Revenue-Expenses</b>		\$ (7,090.07)	\$ (28,226.25)			
<b>YTD Comparison</b>			\$ (21,136.18)			

General Ledger  
Fund 30 Quimby Fund  
December 2024 50.0%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>	-	-	-	-	-	-
5310 - Interest Earnings	\$ 15,041.16	\$ 217,737.18	\$ 133,019.68	\$ 200,000.00	\$ 66,980.32	67%
<b>Revenue</b>	\$ 15,041.16	\$ 217,737.18	\$ 133,019.68	\$ 200,000.00	\$ 66,980.32	67%
<b>YTD Comparison</b>			\$ (84,717.50)			
<b>Capital</b>	-	-	-	-	-	-
8493 - Pickleball Sports Complex	\$ 245.48	\$ 137,497.55	\$ 15,439.81	\$ 1,100,000.00	\$ 1,084,560.19	1%
8504 - Multi-Generation Center	-	-	-	\$ 1,000,000.00	\$ 1,000,000.00	0%
8510 - Senior Center Improvements	-	\$ 15,251.00	-	-	-	-
8511 - Auditorium/SC ADA Improvements	\$ 81,086.12	-	\$ 312,958.35	\$ 355,964.00	\$ 43,005.65	88%
8513 - Community Ctr/Classroom Enhanc	-	-	-	\$ 244,193.00	\$ 244,193.00	0%
8529 - Freedom Park ADA Bathroom	-	-	-	\$ 500,000.00	\$ 500,000.00	0%
<b>Capital</b>	\$ 81,331.60	\$ 152,748.55	\$ 328,398.16	\$ 3,200,157.00	\$ 2,871,758.84	10%
<b>YTD Comparison</b>			\$ 175,649.61			
<b>Total Expenses</b>	\$ 81,331.60	\$ 152,748.55	\$ 328,398.16	\$ 3,200,157.00	\$ 2,871,758.84	10%
<b>YTD Comparison</b>			\$ 175,649.61			
<b>Revenue Total</b>	\$ 15,041.16	\$ 217,737.18	\$ 133,019.68	\$ 200,000.00	\$ 66,980.32	67%
<b>Expense Total</b>	\$ 81,331.60	\$ 152,748.55	\$ 328,398.16	\$ 3,200,157.00	\$ 2,871,758.84	10%
<b>YTD Revenue-Expenses</b>		\$ 64,988.63	\$ (195,378.48)			
<b>YTD Comparison</b>			\$ (260,367.11)			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	-	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 2,222,672.07	\$ 27,817.63	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 2,014,804.55	\$ 634,404.45	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 231,108.98	\$ 243,244.02	8/10/2021
6/7/18	\$ 21,612.25	\$ 21,612.25	Crestview		\$ 21,612.25	-	6/7/2023
6/27/18	-	-	Aldersgate Construction		\$ 146,682.55	-	REFUNDED
3/6/19	\$ 35,242.00	\$ 70,484.00	Habitat for Humanity	Barry St (RPD-203)	-	\$ 35,242.00	9/17/2024
9/12/19	-	-	Aldersgate Construction		\$ 92,200.46	-	REFUNDED
11/21/19	\$ 1,264,500.00	\$ 1,500,000.00	Shea Homes		-	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	-	Williams Homes		-	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	-	Somis Ranch Phase 1		-	\$ 347,625.00	8/5/2027
10/20/22	\$ 278,100.00	-	Somis Ranch Phase 2		-	\$ 278,100.00	10/20/2027
3/15/23	\$ 313,508.00	-	Barry 60 LP		-	\$ 313,508.00	3/15/2028
	\$ 1,010,229.65	-	Interest Account		-	\$ 1,010,229.65	
<b>Total</b>	<b>\$ 12,101,025.05</b>	<b>\$ 8,392,685.95</b>			<b>\$ 5,344,789.86</b>	<b>\$ 6,995,118.20</b>	

General Ledger  
Fund 40 Park Impact Fee Fund  
December 2024 50.0%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>						
5310 - Interest Earnings	\$ 8,503.63	\$ 37,212.24	\$ 55,306.65	\$ 65,000.00	\$ 9,693.35	85%
5450 - Park Impact Fees	\$ -	\$ 1,773,374.00	\$ 20,019.22	\$ -	\$ (20,019.22)	-
<b>Revenue</b>	<b>\$ 8,503.63</b>	<b>\$ 1,810,586.24</b>	<b>\$ 75,325.87</b>	<b>\$ 65,000.00</b>	<b>\$ (10,325.87)</b>	<b>116%</b>
<b>YTD Comparison</b>			\$ (1,735,260.37)			
<b>Services and Supplies</b>						
6951 - Administrative Fee	\$ 36,286.38	\$ -	\$ 36,286.38	\$ -	\$ (36,286.38)	-
<b>Services and Supplies</b>	<b>\$ 36,286.38</b>	<b>\$ -</b>	<b>\$ 36,286.38</b>	<b>\$ -</b>	<b>\$ (36,286.38)</b>	<b>-</b>
<b>YTD Comparison</b>			\$ 36,286.38			
<b>Total Expenses</b>	<b>\$ 36,286.38</b>	<b>\$ -</b>	<b>\$ 36,286.38</b>	<b>\$ -</b>	<b>\$ (36,286.38)</b>	<b>-</b>
<b>YTD Comparison</b>			\$ 36,286.38			
<b>Revenue Total</b>	<b>\$ 8,503.63</b>	<b>\$ 1,810,586.24</b>	<b>\$ 75,325.87</b>	<b>\$ 65,000.00</b>	<b>\$ (10,325.87)</b>	<b>116%</b>
<b>Expense Total</b>	<b>\$ 36,286.38</b>	<b>\$ -</b>	<b>\$ 36,286.38</b>	<b>\$ -</b>	<b>\$ (36,286.38)</b>	<b>-</b>
<b>YTD Revenue-Expenses</b>		<b>\$ 1,810,586.24</b>	<b>\$ 39,039.49</b>			
<b>YTD Comparison</b>			\$ (1,771,546.75)			



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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: February 5, 2025**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO.  
779 DIRECTING SCI CONSULTING GROUP TO PREPARE  
THE FY 2025-2026 ENGINEER'S REPORT FOR THE  
ASSESSMENT DISTRICT**

**BACKGROUND**

In 2001, the Pleasant Valley Recreation & Park District ordered the formation of a landscaping and lighting district, or Assessment District, to provide adequate revenues for park maintenance services as well as for expanding and improving park facilities to meet the growing demands placed on the parks system. A statutory requirement of the Assessment District pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution, is the need for an annual engineer's report containing an estimate of costs, a diagram of the Assessment District and an assessment to cover the estimated costs of the improvements.

SCI Consulting Group was retained in 2001 by the District to prepare and file the Engineer's Report which is intended to establish the budget for the associated services that would be funded by the FY 2025-2026 Assessment. Every fiscal year staff brings a report and resolution asking the Board to direct SCI Consulting Group to prepare the upcoming fiscal year's Engineer's Report. The report is prepared with input from District staff to reflect the projects, staffing, and funding allocations for the upcoming fiscal year.

**ANALYSIS**

The FY 2025-2026 projects will determine the benefits received from the park maintenance and improvements by property within the park district and the method of assessment apportionment to lots and parcels within the assessment district. The Board will then review the proposed report and budget. SCI has successfully fulfilled the needs of completing the Engineer's Report for the District since 2001.

**FISCAL IMPACT**

FY 2025-2026 special assessment funds may be dedicated to a portion of the debt service for the Certificates of Participation (COP) sold as the funding source for the Pleasant Valley Fields Sports Complex, staffing expenses, landscape maintenance program for all parks, and miscellaneous park projects.

**RECOMMENDATION**

It is recommended the Board adopt Resolution No. 779 directing SCI Consulting Group to prepare the FY 2025-2026 Engineer's Report.

**ATTACHMENT**

- 1) Resolution No. 779 (2 pages)

**RESOLUTION NO. 779**

**A RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT  
FOR FISCAL YEAR 2025-2026 FOR THE  
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT  
FOR THE  
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

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

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

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

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

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

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

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

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 5th day of February 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Bev Dransfeldt, Chair, Board of Directors  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

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Elaine Magner, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Jennifer Strain, Administrative Analyst**

**DATE: February 5, 2025**

**SUBJECT: CONSIDERATION AND APPROVAL FOR THE  
GENERAL MANAGER TO ISSUE A REQUEST FOR  
BIDS (RFB) FOR A COMMUNITY CENTER FIRE  
ALARM SYSTEM**

**SUMMARY**

The District Community Center was built in 1969, and although some of the facilities have been minorly redesigned or renovated, the Auditorium and Classrooms have not seen major renovations since their initial design. California first began introducing requirements for fire detection devices in dwelling units in 1986. Since then, building code requirements have been expanding to address public safety needs for buildings of all occupancy types. Fire alarm system requirements are included in California standards across several code enforcement agencies. The installation of an audio/visual fire alarm system would ensure that buildings are compliant with current regulations and enhance the safety features of the Community Center indoor facilities.

**BACKGROUND**

The District's Community Center campus buildings, comprised of the District Administration Office, Senior Center, Classrooms, Park Restrooms, and Auditorium, contain a total 21,189 square feet of indoor recreation space. These buildings are not presently equipped with smoke detection or audio/visual fire alarm systems.

Since the opening of these indoor facilities, the District has offered year-round indoor programming and events to support the recreational and enrichment needs of the community. The District operates a variety of classes and programming which are both Staff supervised, and Contract Instructor led, for individuals or groups to enjoy at any age. These programs and classes have all been an integral part of fostering community recreation. An essential District program, known as Camp Funtastic, is a 9-week supervised summer day-camp program that offers an exciting and active environment for school-aged children to enjoy their summer break. In addition to these District sponsored activities, these facilities are also rentable for private use. These renters include many non-profit special interest groups who, at times, have partnered with the District on community projects. The installation of an audio/visual fire alarm system will bring the buildings up to code and provide warning systems to all who utilize the space.

## ANALYSIS

The most recent edition of the California Fire Code (2022), effective January 1, 2023, provides requirements for buildings based on certain factors, such as the type(s) of occupancy. Chapter 11 of this code outlines the requirements for existing buildings, the definition of which is, “Buildings, facilities, or conditions that are already in existence, constructed or officially authorized prior to the adoption of this code.” Further it is provided that these requirements, “are intended to provide a minimum degree of fire and life safety to persons occupying existing buildings by providing for alterations to such buildings that do not comply with the minimum requirements of the California Building Code.” Due to the use of the Community Center as a space for children throughout the year, it is required that audio/visual fire alarm systems be installed.

Fire detection systems are an essential and vital tool to aid in the early evacuation of buildings and prevent devastating property losses. These systems are able to detect smoke before it is visible, ensuring building occupants have time to safely escape. The audio and visual components are necessary to provide warnings to those who are hard of hearing or have impaired sight. Early fire detection also allows for urgent response by fire protection agencies, minimizing damage and preventing loss of life. By minimizing fire-related damage, costs for restoration measures will be kept lower and can help reopen facilities sooner.

The request for bids calls for the design of the system in addition to procurement and installation of all required materials for the system. All responsive bidders will be required to design a system with specifications that are tailored to the specific needs of the building and its occupants, taking into consideration the local regulatory requirements and the intended use of the space.

The following facilities are included in the request:

1. Community Center Auditorium and Classrooms:
  - One (1) 9200 SF assembly space known as Auditorium
  - One (1) 551 SF commercial kitchen space known as Kitchen
  - Five (5) 551 SF assembly spaces known as Classrooms 1-5
2. Community Center District Administration Office and Classrooms:
  - One (1) 2849 SF business office space known as District Administration Office
  - One (1) 961 SF assembly space known as Classroom 6
  - One (1) 899 SF assembly space known as Classroom 7
  - Two (2) 225 SF facilities known as Park Restrooms
3. Community Center Senior Center:
  - One (1) 3974 SF assembly space known as Senior Center

The following technical specifications shall be considered minimums for the system:

- Fire, smoke, and heat detection devices
- Fire alarm monitoring devices and control panels
- Annunciators
- Strobe/Visual indicators
- Required batteries or power accessories for control panels and devices
- Mounting brackets/kits, wiring, and installation materials and hardware
- Signage, indication materials

In addition to installation of the system, the request for Bid calls for the provision of 24-hour monitoring services. Monitoring services will ensure the system is maintained and inspected on a regular basis to ensure proper functioning. A 24-hour monitoring service is paramount to a rapid emergency response and can significantly reduce property loss.

The following technical specifications shall be considered minimums for the monitoring services:

- Emergency dispatch notifications to responding agencies
- Full service, inspection, testing, maintenance, repair, and warranty of installed systems to ensure they are in good working order.

**Timeline:**

- Wednesday, February 5, 2025 Board approves BID
- Tuesday, February 25, 2025 at 9:00 AM Site Walk
- Thursday, March 20, 2025 at 5:00 PM Bid Opening
- Wednesday, April 2, 2025 Bid Award

**FISCAL IMPACT**

Issuing a Request for Bids will have no fiscal impact on the District. After the qualified bids are accepted, the Board of Directors may choose to award a contract. At this point the District will be obligated to the agreed upon contract price.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021-2026 Strategic Plan Goal and Strategy

- **3.1:** Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

**RECOMMENDATION**

It is recommended that the Board of Directors authorize the General Manager to issue a Request for Bids for the design and installation of a fire alarm system for the Community Center.

**ATTACHMENTS**

- 1) CC Aud Fire Alarm System Design Build BID (63 pages)



**PLEASANT VALLEY RECREATION & PARK DISTRICT  
COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

**FISCAL YEAR 2024-2025**

**CONTRACT DOCUMENTS,  
SPECIFICATIONS, AND STANDARD DRAWINGS**

**BIDS DUE: Thursday, March 20, 2025 5:00 P.M.**

Pleasant Valley Recreation and Park District  
1605 E. Burnley Street  
Camarillo, CA 93010  
Phone: (805) 482-1996

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

**FISCAL YEAR 2024-2025**

**CONTRACT DOCUMENTS,  
SPECIFICATIONS, AND STANDARD DRAWINGS**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

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\_\_\_\_\_(name), RCE \_\_\_\_\_ Date \_\_\_\_\_  
(title)



**PLEASANT VALLEY RECREATION & PARK DISTRICT  
COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

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

**FOR THE**

**COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Pleasant Valley Recreation and Park District Administrative Office located at 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **5:00 P.M. Thursday, March 20, 2025**, for performing the following work:

**COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

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 "**COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT, SPEC. NO. CCFA-25**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Pleasant Valley Recreation and Park District, Attn: Matt Parker, 1605 E. Burnley Street, Camarillo, CA 93010.

**MANDATORY INFORMATIONAL PRE-BID MEETING.** There will be a Mandatory Informational Pre-Bid meeting **Tuesday, February 25, 2025, at 9:00 A.M.**, at the Community Center 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 design and install a fire alarm system and provide monitoring services. The work will take place at Pleasant Valley Recreation and Park District Community Center 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.**

**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 Project Manager.

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

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

**STATE LABOR STANDARDS & WAGE REQUIREMENTS:** In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all

workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

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

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid or \$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 7-3.2 of the 2021 Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

**CONTRACTOR'S LICENSE:** At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**C-10**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

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

**BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email Matt Parker, Park Services Manager, at [mparker@pvrpd.org](mailto:mparker@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 COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT, SPEC NO. CCFA-25.**

**BID QUESTIONS:** All bid questions shall be submitted by email to Matt Parker, Park Services Manager, at [mparker@pvrpd.org](mailto:mparker@pvrpd.org) for the benefit of all proposed bidders. The questions shall be submitted no later than 2:00pm on March 4, 2025 for a response. Answers will be posted on the project website (<http://pvrpd.org/projects-park-planning>) by March 11, 2025.

**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 Matt Parker, Park Services Manager, at mparker@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 COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT, SPEC NO. CCFA-25.**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT, SPEC NO. CCFA-25.** 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.

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

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

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

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

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

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

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

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid or \$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:** The District may select the most qualified proposer in a "one- step" process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified contractor as determined by District staff in its sole discretion. 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 **twenty (20) 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 \$2,000,000 per occurrence, \$4,000,000 general aggregate on an "occurrence" basis, for bodily injury, personal injury, and property damage, and a \$4,000,000 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 \$2,000,000 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 occurrence or claim, and \$2,000,000 policy aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

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

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

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship,



Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and sublimits and shall be submitted to the District prior to commencement of construction.

### **Other provisions or requirements**

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

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

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WAGE RATES:** In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will

be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

California Labor Code section 1773.3 requires that public agencies notify the DIR when public projects are awarded within 30 days of award and the imposition of a fine at a rate of \$100 per day, not to exceed \$10,000, was authorized for failure to provide notification. At the time of award, the bidder will be requested to provide DIR Award Notification Data for each General Contractor and for each Sub-contractor performing work on the project which data will be necessary to notify DIR of the award. If the Contractor fails to provide the requested DIR Award Notification Data within 30 days after the issuance of the Notice of Award/Notice to Proceed, thereby causing District to incur the imposition of a fine by the DIR, such fine will be imposed upon the General Contractor for reimbursement.

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

**CARB CERTIFICATES:** Before award of contract and for a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, bidder shall obtain and provide to District copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this bid and all listed subcontractors.

**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.

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

**BID FORM**

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

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

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

\_\_\_\_\_

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

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

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 "**COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT, SPEC NO. CCFA-25**" 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, 2021 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 "**COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT, SPEC NO. CCFA-25**", 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  
COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

**BID SCHEDULE**

Unit prices are to include and cover the furnishing of all labor, materials, equipment, incidentals, and any other costs necessary to perform the work described in the general, special, and technical provisions.

**Community Center Auditorium and Classrooms – Table 1**

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.						

**Community Center District Administration Office and Classrooms – Table 2**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.						
2.						
3.						
4.						

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

**Community Center Senior Center – Table 3**

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.						



**Monitoring Services – Table 4**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT (INDICATE MONTHLY RATE)	NOTE
1.						
2.						
3.						
4.						
5.						

1.	Fire Alarm System – Total from Table 1, 2, & 3	\$
2.	Monitoring Services – Total of annual cost of services from Table 4	\$
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 \_\_\_\_\_, 202\_\_, 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 fire alarm system projects completed in the last 48 months:

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

- (10) List the name of the person who inspected the site of the proposed work for your firm:  
Date of Inspection: \_\_\_\_\_
- (11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.
- (12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**(TO ACCOMPANY BID)**

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

**QUESTIONNAIRE**

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

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

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

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

**CONTRACTOR LICENSE AFFIDAVIT**

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

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

**Name**

and says that he or she is \_\_\_\_\_ of \_\_\_\_\_,

**Title**

**Name of Firm**

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

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

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

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

Subscribed at: \_\_\_\_\_

(City and County, State)

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

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

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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

The undersigned declares:

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

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

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

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, 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 "COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT, SPEC NO. CCFA-25" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

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

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

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

**ARTICLE VI:** Contractor acknowledges the provisions of 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 Labor Code Sections 17771.1 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 5-3.2 of the 2021 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 5-3.3 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 \_\_\_\_\_, 202\_\_

By: \_\_\_\_\_  
Mary Otten, General Manager

ATTEST:

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

Dated \_\_\_\_\_, 202\_\_

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

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

\_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each Authorized  
Representative of Contractor.)

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

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

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

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



**FAITHFUL PERFORMANCE BOND**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to \_\_\_\_\_, as Contractor ("Principal"), a Contract for the work entitled and described as follows **COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT, SPEC NO. CCFA-25;**

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

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

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

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_ **PRINCIPAL**

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

Address of Surety:

\_\_\_\_\_

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

\_\_\_\_\_ TELEPHONE

BY: \_\_\_\_\_  
(PRINCIPAL SEAL)

BY: \_\_\_\_\_  
(PRINCIPAL SEAL)

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

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

**COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

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 \_\_\_\_\_, 202\_\_.

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

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

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

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

\_\_\_\_\_  
TELEPHONE

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

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

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

**Labor Code Section 3700**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
TITLE

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

## **APPRENTICESHIP REQUIREMENTS**

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

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

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

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

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

### **NOTICE**

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

**GENERAL PROVISIONS**

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

**LOCATION OF WORK:** The work will take place at Pleasant Valley Recreation and Park District Community Center 1605 E. Burnley St. in Camarillo, California.

**STANDARD SPECIFICATIONS:** The Standard Specifications of the District are contained in the 2021 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 ("Greenbook"). Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**CONSTRUCTION WORKING HOURS:** The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all working days as defined in Section 1-2 of the Greenbook .

**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.

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

**SPECIAL PROVISIONS**

**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" 2021 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 ("Greenbook"). In addition to the above, the Contractor shall comply with the requirements of the following:

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

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

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Project Manager(s) - The District's Parks Services Manager, or their designee
- (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.

Section 2 is amended by adding thereto the following new Subsection 2-1.1 Plans and Specifications:

"2-1.1 Plans and Specifications. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met."

Section 2 is amended by adding thereto the following new Subsection 2-1.2 Record Drawings:

"2-1.2 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 Project Manager.

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

**E. FINAL INVOICE AND PAYMENT:**

(1) Whenever in the opinion of the Project Manager the Contractor shall have completely performed the contract on his or her part, the Project Manager shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Project Manager for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Project Manager shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Project Manager's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

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

**F. RETENTION:** The District will deduct a five percent (5%) retention from all progress payments as specified in Section 7-3.2 of the 2021 Standard Specifications for Public Works Construction.

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

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

**I. UNPAID CLAIMS:** If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general

terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

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

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

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 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 7-3.2 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 utility delay within the meaning of Subsection 4-2.5 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 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 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 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

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

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

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

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 7-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Project Manager certifies that such materials have been stored in the manner and at the locations he or she has directed.

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

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

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

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

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

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

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

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

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

After acceptance of the work by the Project Manager, the Project Manager may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**P. CHANGES IN WORK:**

The following Section is hereby added:

“7.4.3.3 Mark-up Cap. Work by the Subcontractor the Contractor's total mark-up is not to exceed 12%.”

**Q. CONTROL OF MATERIALS:**

The following sections are added to Section 4:

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

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

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Project Manager in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Project Manager prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be



considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.”

“4-4.1 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.”

Section 4-5 shall be replaced with the following:

“4-5 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 Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.”

**R. CARB Compliance.** For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor’s violation of any regulation set forth in 13 CCR 2449.

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

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

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

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

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

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested,

the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

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

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

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

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

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

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

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

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their 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, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, 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**

6-4.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

"If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-4.2 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay."

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

The second paragraph of Subsection 400-1 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."

Subsection 400-1.1 of the Standard Specifications is hereby added to read as follows:

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

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

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

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

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

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

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

fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

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

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

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

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

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

**D. RELOCATION:** The second sentence of the last paragraph of Subsection 402-4 of the Standard Specifications is hereby deleted and replaced with the following:

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

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

**E. DELAYS:** The second paragraph of Subsection 402-5 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 402-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

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



**F. AIR POLLUTION CONTROL:** Section 3-12.2, "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 3-12.6 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 Project Manager.

In the event work is allowed by the Project Manager outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Project Manager as a matter of public safety or to otherwise insure the quality of the work.

**J. CONSTRUCTION YARD:** It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Project Manager and must be free of objectionable material. The Contractor must submit to the Project Manager for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Project Manager. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the Project Manager. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

**K. SANITARY CONVENIENCE:** Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws,

shall be constructed and maintained by Contractor, in a manner approved by the Project Manager, and the use of such facilities shall be strictly enforced by the Contractor.

**L. INSPECTION:** The Project Manager, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Project Manager. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Project Manager or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Project Manager or his or her authorized agent and accepted or estimated for payment.

**M. RESPONSIBILITY OF THE DISTRICT:** The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

**N. RECYCLING OF MATERIALS:** Contractor's Obligation. Recycling of asphalt concrete, portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

**O. TRAFFIC AND ACCESS:** *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Project Manager.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Project Manager. During times

when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

**P. STREET CLOSURES, DETOURS, BARRICADES, PARKING:** Street closures will not be allowed, except as specifically permitted by the Project Manager.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Project Manager.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Project Manager for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
COMMUNITY CENTER FIRE ALARM SYSTEM PROJECT  
SPEC NO. CCFA-25**

**TECHNICAL PROVISIONS**

The District is seeking qualified contractors to install a fire alarm system that meets all applicable State, Local, Fire, and Occupational/Industrial codes for each of the buildings located at Community Center Park. These buildings have no current fire alarm system installed. The Community Center is used as a facility for District programs and events; its assembly spaces and kitchen are available for short-term private rentals, all of which may occur on a daily basis. EWIS systems are critical for ensuring the safety and coordination of building occupants and emergency responders during fire emergencies. Proper design, installation, and maintenance are essential for these systems to function effectively when needed.

Fire Alarm System Requirements:

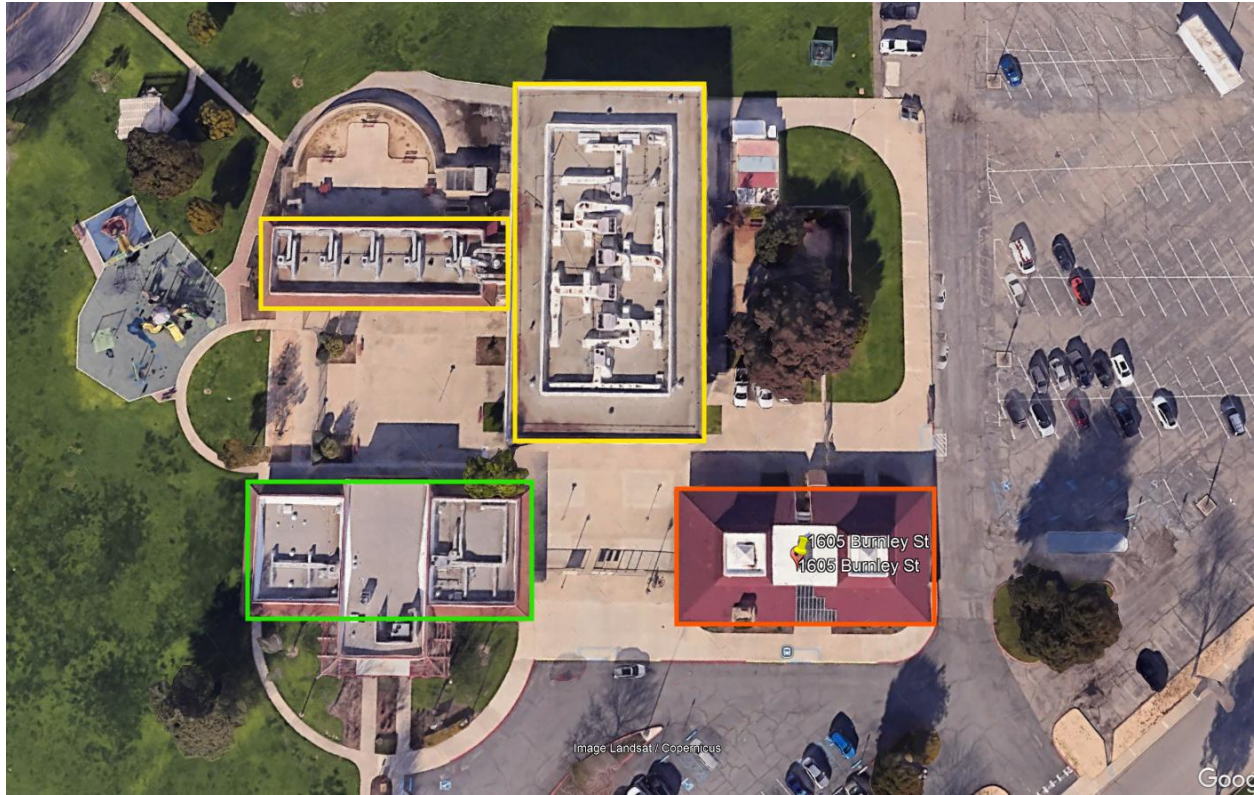
- A. These specifications should be tailored to the specific needs of the buildings and its occupants, taking into consideration the local regulatory requirements and the intended use of the space.
  1. **Community Center Auditorium and Classrooms:**
    - One (1) 9200 SF assembly space known as Auditorium
    - One (1) 551 SF commercial kitchen space known as Kitchen
    - Five (5) 551 SF assembly spaces known as Classrooms 1-5
  2. **Community Center District Administration Office and Classrooms:**
    - One (1) 2849 SF business office space known as District Administration Office
    - One (1) 961 SF assembly space known as Classroom 6
    - One (1) 899 SF assembly space known as Classroom 7
    - Two (2) 225 SF facilities known as Park Restrooms
  3. **Community Center Senior Center:**
    - One (1) 3974 SF assembly space known as Senior Center
- B. The system shall include, but is not limited to, the following components as applicable:
  1. Fire, smoke, and heat, detection devices
  2. Fire alarm monitoring devices and control panels
  3. Annunciators
  4. Strobe/Visual indicators
  5. Required batteries or power accessories for control panels and devices
  6. Mounting brackets/kits, wiring, and installation materials and hardware
  7. Signage, indication materials
- C. All devices shall be installed according to the manufacturer's specifications.
- D. All equipment and devices shall be listed by Underwriters Laboratories, Inc. for use in fire protection systems.

System Monitoring and Service Requirements:

- A. 24-hour alarm monitoring service which shall include, but is not limited to, the following:
  1. Emergency dispatch notifications to responding agencies
  2. Full service, inspection, testing, maintenance, repair, and warranty of installed systems to ensure they are in good working order.

## APPENDIX A

### 1605 E. BURNLEY ST., CAMARILLO, CA 93010 SITE MAP



#### **Yellow - Community Center Auditorium and Classrooms:**

- One (1) 9200 SF assembly space known as Auditorium
- One (1) 551 SF commercial kitchen space known as Kitchen
- Five (5) 551 SF assembly spaces known as Classrooms 1-5

#### **Green - Community Center District Administration Office and Classrooms:**

- One (1) 2849 SF business office space known as District Administration Office
- One (1) 961 SF assembly space known as Classroom 6
- One (1) 899 SF assembly space known as Classroom 7
- Two (2) 225 SF facilities known as Park Restrooms

#### **Orange - Community Center Senior Center:**

- One (1) 3974 SF assembly space known as Senior Center

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: February 5, 2025**

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

**BACKGROUND**

On April 4, 2018, Pleasant Valley Recreation and Park District adopted a Surplus District Property Disposal Policy which outlines how the District disposes of surplus equipment and office supplies. This policy was updated on June 2, 2021.

**ANALYSIS**

Special districts such as PVRPD are not required to maintain a surplus property disposal policy. However, due to 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 June 2, 2021, Staff has compiled the attached list for Board review.

**FISCAL IMPACT**

This action will have no significant fiscal impact on the FY 2024-2025 budget. A small amount of revenue may be generated if items are successfully sold.

**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

Surplus Supplies and Equipment List

February 2025



Equipment	Model	Serial or VIN #	Does it work? Y/N	Condition	Date Acquired	Est. Value	Disposed On	Means
Deflecto Desktop Lit. Holder - 3 Pocket(s) - 3 Tier. Desktop. Wall Mountable Clear - Plastic. x3	77301		Y	Good		\$5. each		
Magnabox Blu-Ray/DVD Player	MBP1500/F7 K		Y	Good		\$25.00		
RadioShack Electric Condenser Microphone	33-3013		Y	Good		\$5.00		
SAMSON FM Receiver	SR5		Y	Good		\$20.00		
Epson Projector	EX 3240	WDPK5700428	Y	Fair		\$300.00		
Epson Projector (Needs lamp replacement)	EMP-S4	J3VG68L349F	Y	Fair		\$20.00		
Realistic Microphone	Highball 2		Y	Good		\$10.00		
Alias Sound Desktop Microphone Stand			Y	Fair		\$20.00		
Clover Water Cooler	B7A		Y	Good		\$100.00		

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Matthew Parker, Park Services Manager**

**DATE: February 5, 2025**

**SUBJECT: CONSIDERATION AND APPROVAL FOR AWARD OF  
CONTRACT FOR FREEDOM PARK  
RESTROOM/CONCESSION STAND REMODEL DESIGN**

**SUMMARY**

Following the issuance of a Request for Proposals (RFP) for architectural design services for the renovation of the Freedom Park restrooms and concession stand, Staff recommends awarding the contract to the most responsible bidder, BOA Architecture. This recommendation is based on a thorough evaluation of proposals, which included consideration of proposal thoroughness, relevant experience, and cost.

**BACKGROUND**

In 1976, the U.S. Secretary of the Interior transferred a portion of the former Oxnard Air Force Base, located in Camarillo, to the Pleasant Valley Recreation and Park District through a quitclaim deed. The property, now known as Freedom Park, was conveyed for public use and has been maintained as a park and recreation area and serves as a cornerstone for community recreation.

Over the years, Freedom Park has evolved to accommodate various recreational activities. It has served as a venue for soccer, baseball, radio-controlled car racing, BMX bicycle track, and roller hockey. Recently, the District has expanded the park's offerings by adding a lighted dog park and collaborating with Miracle League of the 805 to construct an adaptive baseball field at the southeast end of the park. However, the westside restroom and concession stand facility is outdated and non-compliant with Americans with Disabilities Act (ADA) standards.

To address this issue, the FY 2024-2025 Fund 30 Quimby Budget allocated \$500,000 to redesign and renovate the structure. The project aims to improve accessibility, safety, and functionality for park users.

**ANALYSIS**

The District issued an RFP on November 12, 2024, inviting architectural firms to submit proposals for two design options:

1. **Retrofit Option:** Renovate the existing structure to meet ADA compliance and operational needs.
2. **Replacement Option:** Demolish the existing structure and replace it with a prefabricated building designed to meet current standards.



A mandatory site walk was held on December 10, 2024, with five contractors in attendance. Four proposals were submitted by the deadline of January 3, 2025. Staff evaluated the proposals based on the following criteria:

- **Thoroughness of Proposal:** Completeness and responsiveness to the RFP.
- **Experience:** Demonstrated ability to execute similar projects.
- **Cost:** Alignment with budgetary constraints.

**Evaluation Results**

The following firms submitted proposals:

<u>FIRM</u>	<u>RETROFIT PROPOSED COST</u>	<u>REPLACEMENT PROPOSED COST</u>
1. Rubio Medina	\$ 124,085	\$ 95,050
2. BOA Architecture	\$ 62,000	\$ 62,000
3. Scales Lab	\$ 79,110	\$ 69,800
4. Gerami Architecture	\$ 67,000	\$ 42,000

Based on the evaluation criteria, BOA Architecture scored highest due to their detailed proposal, extensive experience with park facility and restroom renovations, and competitive pricing. The proposed cost of \$62,000 plus a 10% contingency of \$6,200 for design services aligns with the allocated budget and includes provisions for both retrofit and replacement design options.

**Timeline**

- **February 5, 2025:** Board approval and contract award
- **February 10, 2025:** Project start date
- **April 25, 2025:** Completion of design phase

**FISCAL IMPACT**

The \$68,200 cost for design services is included in the \$500,000 allocated in the FY 2024-2025 Quimby Budget. No additional fiscal impact is anticipated.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021-2026 Strategic Plan Goal and Strategies

- **3.1:** Modernize park facilities to meet population growth and design standards.
- **3.4.C:** Prioritize improvements at Freedom Park.

**RECOMMENDATION**

It is recommended that the Board of Directors:

1. Award the contract for the Freedom Park Restroom Remodel Design to BOA Architecture for an amount not to exceed \$68,200, and
2. Authorize the General Manager to execute the agreement and take all necessary actions to proceed with the project.

**ATTACHMENTS**

- 1) RFP Submittal & Fee Schedule – BOA Architecture (39 pages)
- 2) Professional Services Agreement with BOA Architecture (26 pages)

**PARK RESTROOMS COMPLETED  
BY BOA ARCHITECTURE**



**Mother's Beach Restroom, Long Beach**



**72nd Place Beach Restroom, Long Beach**



**De Anza Park Restroom, Ontario**



**Sumac Park Restroom, Agoura Hills**



**Queensway Beach Restroom, Long Beach**



**Pleasant Valley  
Recreation & Park District**

**Request for Proposal  
Pleasant Valley Recreation & Park  
District Freedom Park Restroom  
and Snack Bar  
Architectural/Design Services**

**Pleasant Valley Recreation & Park  
District**

**January 3, 2025**



**1511 Cota Avenue  
Long Beach, CA 90813  
Phone: 562-912-7900  
www.boaarchitecture.com**



**Long Beach Bixby Park Pre-Fabricated Restrooms**

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# Pleasant Valley Recreation & Park District

BOA ARCHITECTURE

January 3, 2025

## COVER LETTER

**To: Pleasant Valley Recreation and Parks District**

**RE: RFP for the Restrooms at Freedom Park**

To: Matthew Parker,

Black O’Dowd and Associates, Inc. DBA BOA Architecture is pleased to submit its qualifications for your RFP to renovate or install a pre-fab restroom building. BOA’s design team will be headed by Mr. Edward Lok Ng, President of BOA Architecture, he will be the project manager for your project. We look forward to partnering with you as the Pleasant Valley Recreation and Parks District (PVRPD) seeks to enhance its restroom and snack bar facilities.

BOA has assisted numerous local cities in improving their park restroom facilities and bringing their facilities into compliance with State and Federal Accessibility Standards. Currently BOA Architecture is a 9-person architectural firm with a competitive advantage in “smaller” municipal architectural projects. Currently 90% of our design work is for public entities such as the PVRPD. Our design staff and production systems are geared for these types of “smaller” and often “messy” modernization projects. Because we are a small firm, we are very efficient in the design of municipal restroom projects, our design fees are reasonable and with “value added”.

Since 1961, BOA has provided the public sector with hundreds of exceptional new building designs, LEED/Sustainability Designs, renovations and additions; tenant improvement projects; façade improvement projects, building systems modernizations, barrier removal, and ADA compliance. Our expertise encompasses a wide range of architectural building types, our niche are those projects categorized as “smaller” projects in the \$50,000 to \$5,000,000 construction range. BOA Architecture has performed over 2000 public works architectural design services for over 80 public agencies that are comparable to your restroom replacement project. We have unique expertise in restroom design as we have recently designed more than 50 park restrooms for the cities of Agoura Hills, Ontario, Long Beach, Torrance, Bellflower, Cypress, Carson, Redondo Beach, Huntington Beach, Montebello, Tustin, Los Angeles, and many others. We also have a unique expertise in Parks & Recreation facilities, community centers, Fire Stations, libraries, civic center facilities, and ADA compliance. We have recently designed and completed over 500 Parks/Recreation projects, over 50 community centers, over 50 fire stations, 20 libraries, and 20 civic center projects, and over 400 ADA compliance renovation projects. We can compete favorably with just about any other firm on these building types and have confidence that you will find BOA Architecture favorably.

Furthermore, BOA has provided award winning planning\* and design services for a broad spectrum of projects\* 1961, including:

- |  |   |       |
|--|---|-------|
| <ul style="list-style-type: none"> <li>• Parks and Recreation Facilities</li> <li>• Commercial Façade Improvements</li> <li>• Community/ Civic Facilities</li> </ul> | <ul style="list-style-type: none"> <li>• Maintenance Improvement/ Repair</li> <li>• ADA Compliance</li> <li>• City Hall</li> <li>• Civil Centers</li> <li>• U.S. Postal Service</li> <li>• Military Facilities</li> </ul> | since |
|--|---|-------|

- **We Understand the Project**

- Restroom Design - There is an opportunity to model environmental stewardship, energy and water conservation, community pride as sensitive, unobtrusive enhancements within their surrounding neighborhoods. Although not a requirement of this project to be LEED certified, we will do our very best to incorporate as many LEED design elements as possible. Successful restroom design and planning must take into account the security and safety of patrons. We will integrate passive crime prevention design to create openness and visual accessibility. Your facilities must also incorporate durable, corrosion resistant building materials and fixtures that are easy to maintain. BOA's understanding of these requirements has refined our approach to successfully enhancing patron safety and usability at parks throughout other cities.
- Public Works Project Design and Delivery Approach - We understand public works projects, sustainability/LEED design, Parks/Recreation/Marine facilities, recreation and ADA Compliance issues, and requirements for project delivery on behalf of your city. Our previous design experience in working with numerous municipal agencies, coupled with our existing knowledge of working on projects of similar scope and construction cost, is a definite asset. For example, BOA has recently completed the design of a new 800 s.f. pre-fabricated public restroom facility to replace an existing dilapidated and "worn-out" restroom at De Anza Park in the City of Ontario (construction completed in 2020). BOA has designed and overseen the construction of over 50 stand-alone restroom facilities specifically for city Parks & Recreations agencies. We have assembled an excellent Design Team.

- **We have assembled an excellent Design Team**

- BOA has committed the following key Architectural Team Members to your project, Edward Lok Ng (Principal of BOA Architecture), Project Manager/Project Designer and director of the team's sustainable/LEED design effort. We have assembled a team of design professionals highly experienced in public works facilities to partner with us, the same team that has completed more than 300 public works recent projects and 20 park restroom buildings within the past 5 years. With strong working relationships with these partners and associated efficiencies in project delivery, we believe maintaining the continuity of this design team will be a key factor in your project's success.

Thank you for the opportunity to submit this request for proposal. We hope that our proposal communicates our enthusiastic interest and the strengths of our firm, project team, and approach. If BOA is successful in being awarded this project, we can begin work immediately and do everything within our resources to meet your

**LEGAL NAME AND ADDRESS:**

Black, O'Dowd and Associates, Inc.  
DBA BOA Architecture  
1511 Cota Avenue  
Long Beach, CA 90813  
Phone: (562) 912-7900

**MAIN CONTACT / ACCOUNT MANAGER:**

Edward Lok Ng, Architect/ LEED AP  
E-mail: lok.ng@boaarchitecture.com  
Direct: (310) 480-7730

**BOA ARCHITECTURE**



Edward Lok Ng, Architect/ LEED AP

## DESIGN TEAM

### FIRM INFORMATION:

Year Established: 1961

Years In Business: 63 years of continuous operation

Current Number of Personnel: 9

Structure of Organization: S CORPORATION Stockholder: Edward Lok Ng

Current Annual Dollar Volume of Work: \$1,000,000

Level of Liability Insurance: \$2,000,000 Professional Liability, \$2,000,000 General Liability

Federal Tax ID: 95-2632309

BOA Architecture has performed over 2,000 architectural design services for local cities with many that are comparable to your upcoming projects. We have unique expertise in just about every municipal building type. We have a unique expertise in Civic Center Facilities, Fire Stations, Police Departments, Community Centers, Libraries, ADA compliance, Parks & Recreation, Audio/Visual and IT technology upgrades, and workplace safety/security enhancement. We have recently designed and completed the renovation and modernization of over 80 community centers, over 30 park restroom renovation projects, over 500 Parks/Recreation projects, over 50 fire stations, 10 police facilities, 20 libraries, and over 400 ADA compliance renovation projects. We can compete favorably with just about any other firm on these building types and have confidence that you will find BOA Architecture favorably.

## PROJECT TEAM

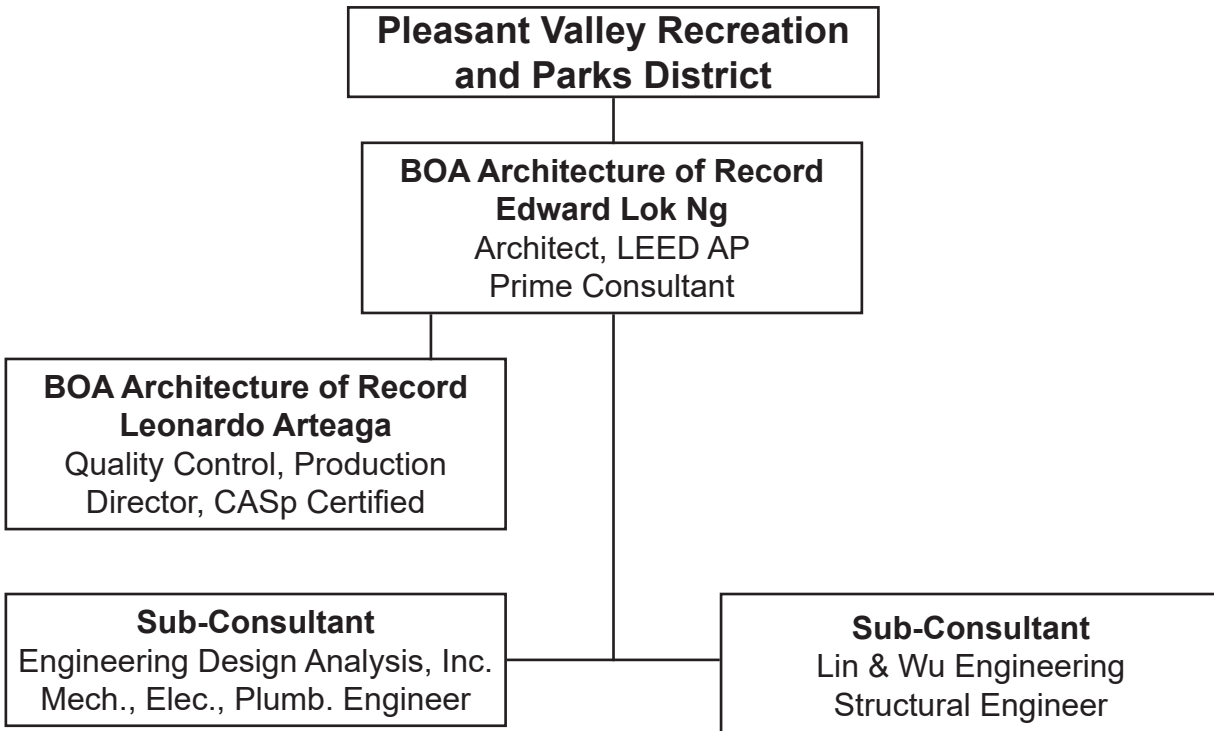
### KEY INDIVIDUALS

Edward Lok Ng will be the appointed project manager for your project. Mr. Ng is authorized to submit proposals, sign contracts, and negotiate design fees with you on behalf of BOA Architecture and can make quick and informed decisions to expedite your project. The Quality Assurance/Quality Control and CASp expert will be Leonardo Arteaga.

BOA is a firm that fosters an exceptional working atmosphere for its staff. As a result, high quality architectural design work is achieved for all of its clients. BOA's employees are highly skilled long-term staff and are always encouraged to become better architects and better project managers with continuing education and advanced certification.

With our extensive experience of public works projects and with other local governments in the past 60 years, we feel BOA Architecture and its Design Team are most qualified for your contract. We believe our Design Team can best provide the **Pleasant Valley Recreations and Parks District** with your requested services.

## ORGANIZATION CHART



Please note that BOA Architecture, as the prime consultant, will be responsible for all aspects of your facilities project, including architecture and engineering. Our sub-consultants that are listed above are all State of California licensed professionals in their respective disciplines and have partnered with BOA to complete over 500 public works-municipal facilities architectural projects. Their full qualifications are available upon request.

**Mechanical Engineer:** Engineering- Design-Analysis 10231 Slater Ave., Suite 203, Fountain Valley, CA 92708 Kevin Friedman, P.E. CA State License# 27267- holds a BSME from Purdue University. Mr. Friedman has over 30 years' experience in facilities planning and design, interiors design, special building systems planning and design, laboratory design, controls, energy conservation, and computerized building modeling and simulation.

**Structural Engineer:** Lin & Wu Engineering, 911 South Primrose Avenue, Suite H, Monrovia, CA 91016 Jackson K. Wu, PE; CA State License #S-3200 - Mr. Wu is a registered structural engineer in the State of California with over 40 years of experience in steel, timber, masonry and reinforced concrete construction of all types of structures and holds a Bachelor's of Science in Civil Engineering from California Polytechnic State University, San Luis Obispo.

## RESUMES



### **EDWARD LOK NG, ARCHITECT, LEED AP**

#### **PROJECT RESPONSIBILITY**

- Maintain Client communication, lead overall design effort in form and function, compile client and user group input, and day-to-day contact with Client.

#### **EDUCATION**

- Bachelor of Architecture, University of Hawaii, 1981

#### **PROFESSIONAL REGISTRATION**

- Licensed Architect, C-16840, State of California, 1986
- LEED Accredited Professional 2009
- Completed Accessibility Surveyor Training for State Leased Buildings and Facilities, State of California, since 2003

**EXPERIENCE:** Edward Lok Ng has been a member of BOA since 1982. Principal and Director of Design, Mr. Ng has over 38 years of experience in all phases of the design process. He has personally designed and managed over 800 municipal facility projects, over 500 parks and recreation projects, over 40 park restroom projects, and over 200 civic center renovation projects. He leads a talented team of designers and consultants to ensure that design solutions effectively meet the clients' and users' needs while adhering to client schedules and budget constraints. He is proficient in computer aided design (CADD). He has been the Project Manager Designer for numerous City Hall facilities, civic/public buildings, parks and recreation, educational facilities, and ADA retrofit/transition plan projects. This experience coupled with Mr. Ng's dedication and commitment to design excellence has led to numerous honors and commendations for BOA. Currently, Mr. Ng is the Project Manager for all public parks projects for the Cities of Irvine, San Bernardino, Cypress and Placentia as well as the firm's current projects with LA County ISD, and 6 restroom remodel for the city of Agoura Hills. A certified plan review consultant to California's Division of the State Architect, Mr. Lok Ng has completed DSA-sponsored training as an Access Compliance Plan Reviewer and Accessibility Surveyor. As a member of the City of Long Beach Disabled Access Appeals Board since 1994 and the Design Review Board for the City of Downey since 1989, he has reviewed applications and appeals for a broad range of commercial and municipal designed projects. He is also LEED, AP Certified and has designed several LEED Certified projects. His expertise on sustainability design will be a definite asset towards your sustainability goals.



### **LEONARDO ARTEAGA PROJECT MANAGER, CASP**

#### **PROJECT RESPONSIBILITY**

- Apply and interpret technical requirements of the Americans with Disabilities Act and access provisions of the California Building Code.

#### **EDUCATION**

- Bachelor of Architecture, California State Polytechnic University at Pomona, 2002

#### **PROFESSIONAL REGISTRATION**

- California Certified Access Specialist, 2009 - CASp #55
- ICC-Certified Accessibility Inspector and Plan Examiner - #8088179

**EXPERIENCE:** Leonardo Arteaga is a Project Manager with expertise in applying and interpreting technical requirements of the Americans with Disabilities Act (ADA) and access provisions of the California Building Code (CBC). Mr. Arteaga is a California Certified Access Specialist. He graduated from California State Polytechnic University, Pomona, in 2002 with a Bachelor of Architecture degree and has been at BOA Architecture since 1997. In 2009, he successfully fulfilled the experience and testing requirements set forth by the Division of the State Architect (DSA) and became a California Certified Access Specialist. His experience ADA Compliance experience includes accessibility plan check services on behalf of the DSA-Los Angeles Basin Regional Office and the County of San Bernardino-Department of Risk Management, ADA Transition Plan and accessibility inspections, compiling inspection information into accurate and concise accessibility reports, cost feasibility reports, and code analysis roles covering all phases of barrier removal. His relevant experience and expertise include all types of municipal facilities (City Halls, Theaters, Auditorium, Community Centers) for ADA Compliance for the Cities of Long Beach, Placentia, Irvine, Huntington Beach, and for the State of California DMV at Oxnard. Other experience include DSA-LA Basin Region Office – Consultant Access Compliance Plan Reviewer (2008-2011), County of San Bernardino, CA – Inspection, Review and Analysis, and ADA Title III Private Entity Accessibility Surveys – multiple facilities.



## 1. SCOPE OF WORK

Park restroom buildings provide a necessary and needed function for their surrounding communities, including children, families, seniors, adults, and people with disabilities. There is always an opportunity to model not only durability and vandal-resistance, but environmental stewardship such as energy and water conservation, community pride, sensitive and unobtrusive enhancements within their surrounding neighborhoods are always desirable. Although not a requirement of this project to be LEED certified, we will do our very best to incorporate as many sustainability design elements as possible.

Successful park restroom design and planning must take into account the architectural compatibility with your nearby building and the security and safety of its patrons. We will integrate passive crime prevention design to create openness and visual accessibility. Your facilities must also incorporate durable, corrosion resistant building materials and fixtures that are easy to maintain vandal resistant, achieve cost savings with the possible use of a pre-fabricated restroom building. We will renovate the existing building or a new pre-fabricated restroom building to be the "best value" for you. BOA's understanding of these requirements and has refined our approach to successfully enhancing patron safety and usability at park and recreation centers throughout many cities and other local cities.

Having walked the project site with your staff and thoroughly reviewed your RFP, we feel that BOA and its design team understand not only the scope of the project but its design solutions to all the issues/and improvements that you have stated. The following is our understanding of your project:

### DESCRIPTION OF WORK:

BOA will design the building to meet ADA standards for both the women's and men's restrooms and have a minimum of one ADA stall for each.

#### Option 1:

1. The women's restroom will have a minimum of one (1) ADA-compliant stall, one regular stall (preferable 2 stalls for total of 3 stalls), a hand dryer, sink, and a baby changing table.
2. The men's restroom will have a minimum of one (1) ADA-compliant stall, one (1) regular stall, one (1) urinal (2 if design allows), a hand dryer, sink, and a baby changing table.
3. The existing concession stand that is attached will need to accommodate for ADA compliance. We will also renovate the concession stand for Health Dept. compliance with new "fly fans and new accessible countertops.

#### Option 2:

1. Demolish the existing building and install a pre-fabricated, ADA-compliant structure that will have:
  - a. A women's restroom that will have three (3) stalls, a sink, hand dryer, and a baby changing table.
  - b. A men's restroom that will have two stalls (2), two (2) urinals, a sink, and a baby changing table.
  - c. A concession stand, storage, and essential electrical needs.

### BASIC OF SPECIFICATIONS ASSUMPTIONS/PROJECT UNDERSTANDING IF OPTION #1 IS CHOSEN:

- A. Proposed project is providing assessment and subsequent design work for two options:
  - a. To remodel and upgrade the existing park restroom and storage building located at Freedom Park (west restroom) and modify existing building to meet ADA standards.
  - b. Design work for demolishing the existing restroom and storage building and replacing it with a pre-fabricated, ADA-compliant structure.
- B. If Option 1 is selected; revise existing restroom and storage areas to provide two separate restroom facilities: one (1) for women and one (1) for men.

- C. Electrical service to remain in place.
- D. Modify existing concrete “flatwork” at existing building. We expect that the existing restroom concrete slab to be removed and replaced with new ADA compliant concrete slab.
- E. All plumbing fixtures to be replaced with new fixtures that will be water efficient.
- F. All existing electrical lighting fixtures will be replaced with new LED fixtures.
- G. Project to be prevailing wage whether it is a remodel or a pre-fabricated building. Client to provide standard contract exhibits as needed for bidding.

#### SCOPE OF WORK:

##### A. Pre-Design & Programming (Phase A)

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

##### B. Schematic Design & Concept (Phase B)

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

##### C. Discretionary Permit Processing (Phase C)

1. Based on client-approved Design Drawings, provide the following Planning Drawings, documents and/or exhibits as required by the City of Camarillo for a Minor Modification Permit:
  - a. Site plan, floor plan, sections and exterior elevations with additional agency requirements.
  - b. Photo board and site plan of existing site and surrounding area.
  - c. 600' radius property owner's map, list and labels.
  - d. Assessor's parcel map.
  - e. Applications and questionnaires, as required.

2. Provide topographic survey of adjacent concrete flatwork as required for city review purposes.
3. Submit and process Planning Drawings, documents, exhibits and applications through the City of Camarillo Planning Department.
4. Revise drawings, documents and exhibits per the City of Camarillo Planning Department's first review comments, provided no new scope items are required and/or requested. Two rounds of revisions included.
5. Attend meetings with client, the City of Camarillo and public officials as required. (Two maximum) \*Actions are included in Phase M – Meetings & Communication

#### D. Construction Documents (Phase E)

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

#### E. Construction Contract Procurement (Phase F)

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

F. Limited Construction Contract Administration (Phase G)

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

G. Meetings & Communication (Phase M)

For meetings and communication described in phases above, see attached spreadsheet.

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. We will also discuss the use of CSI specifications for this project.

SCHEDULE OF DELIVERABLES:

A. Pre-Design & Programming (Phase A)

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

B. Schematic Design & Concept (Phase B)

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

C. Discretionary Permit Processing (Phase C)

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

D. Construction Documents (Phase E)

1. Drawings, documents and exhibits as described in Phase E scope of work above to be submitted to the City of Camarillo Building & Safety Department within an estimated six weeks from receipt of Planning Approval from the City of Camarillo.

2. Approximately ten days is required for the City of Camarillo first Plan Check process.
3. Revised drawings, documents and exhibits per City of Camarillo plan check corrections to be provided within two weeks of receipt of corrections, provided no new scope items are required and/or requested. Two rounds of revisions are included in this agreement.

E. Construction Contract Procurement (Phase F)

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

F. Limited Construction Contract Administration (Phase G)

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

FEES: See attached spreadsheet.

## 2. SIMILAR PROJECTS

# CITY OF LONG BEACH

## BIXBY PARK PRE-FABRICATED RESTROOM



**Constructed:** 2017 **Client:** City of Long Beach, Dept. of Public Works, contact: Reuben Tolentino  
**Architect Team:** Edward Lok Ng

**Project Description:** Within a heavily used urban park near downtown Long Beach, BOA designed a park public restroom facility in the Mediterranean style that was architecturally compatible with the existing Community Center at the East side of the park. Pre-Fabricated arches enhance the Mediterranean style. The project included a 600 sf pre-fabricated restroom building with storage, and site-built arbor wood trellis structure with beefy plaster columns. We also made ADA modifications to existing walkways for a compliant Path-of-Travel to the restrooms. The pre-fabrication building approach saved between 10% - 15% of the building cost, and saved 6-weeks in overall time schedule when compared to traditional ground-up construction. Ease of maintenance and Crime Prevention Through Environmental Design were important considerations in this project. As a result, vandal resistant stainless steel plumbing fixtures with push button actuation and CMU interior walls were chosen to allow the maintenance staff to “hose-down” walls/floors easily. Every room and private toilet stalls were planned with wall opening at the bottom and openings near the ceiling for natural ventilation. “Solar Light Tube” brought in natural lighting into every room and toilet stall to minimize electrical energy usage. Private restroom dressing stalls were designed to be oversized for more than one person to use as “family” changing room stalls.



# CITY OF LONG BEACH

## 72ND PLACE BEACH RESTROOMS



**Project:** Long Beach 72nd Place Beach Restrooms

**Constructed:** 2011

**Client:** City of Long Beach, Dept. of Public Works, contact: Andrew Olding

**Architect Team:** Edward Lok Ng

**Project Description:** Nestled in a quiet residential beach community, about 300' from the edge of the ocean, BOA completely renovated the interior of an old existing ranch style restroom building to be a beach restroom facility that was architecturally compatible with the existing structure. The project included beach restroom facilities and an arbor trellis structure. We also made ADA modifications to existing amenities so that the entire park facilities and sitework and walkways to make the facility accessible to the Disabled. Ease of maintenance and Crime Prevention Through Environmental Design were important considerations in this project. As a result, vandal resistant stainless steel plumbing fixtures with push button actuation and CMU interior walls were chosen. Wide window and door openings provide instant visual access for security as well as natural ventilation. Private restroom dressing stalls were designed to be oversized for more than one person to use as "family" changing room stalls.

# CITY OF LONG BEACH

## TIDELANDS BEACH RESTROOMS

**Client:** City of Long Beach, Public Works Dept. Parks, Recreation & Marine Dept. Reuben Tolentino 714-412-5672

**Team:** Edward Lok Ng **Construction Cost:** \$5,000,000 **Started:** April 2014 **Construction Completed:** May 2016

**Project Description:** Located on the beaches off Long Beach's Marine Stadium, Alamitos Bay, Rainbow Harbor, Alamitos Beach, and Junipero Beach, BOA designed 8 new beach restroom facilities and extensively renovated 2 more. Their locations designation are Mothers Beach South, Bayshore North, Bayshore South, 62nd Place, Granada Av., Junipero Av., Cherry Av., Coronado Av., 8th Place, and Queensway adjacent to the Aquarium. Each location was architecturally designed to be compatible with the nearby community. Functions of the new building included individual beach changing rooms with toilets, a bank of common lavatories are stationed under a covered shade immediately outside the changing rooms. Nearby outdoor beach showers are conveniently located. All areas of the facility are fully accessible and ADA compliant. Ease of maintenance and Crime Prevention Through Environmental Design were important considerations in the design and orientation of the new buildings. As a result, heavy-duty stainless steel plumbing fixtures, fiberglass doors & frames, and CMU interior walls were chosen. Liquefaction and a high water table were geotechnical issues that needed special attention. Thus, over-excavation & mat concrete slab were used to mitigate differential settlement and soil instability. As public artwork, each beach location was enhanced with ocean themed tile wall mosaic and mosaic tiled sidewalks. This was directed by the City and designed by BOA.



Queensway Beach Restroom



Mother's Beach South Restroom



Granada Ave. Beach Restroom & Concession Renovation



Cherry Ave. "pre-fabricated" Beach Restroom

PVRPD RFP FOR  
RESTROOMS AT  
FREEDOM PARK



## CITY OF CARSON CARRIAGE CREST PARK CONCESSION/KITCHEN/RESTROOM



**Project:** Carriage Crest Park Concession/Kitchen/Restrooms, Community Ctr. Renovation, Outdoor Play Areas  
**Client:** City of Carson, CA      **Construction Cost:** \$350,000      **Architect Team:** Edward Lok Ng, Glenn Dea  
**Project Description:** Located in a quiet residential neighborhood park, BOA designed a new Concession/Kitchen/Restroom. building that was architecturally compatible with the existing ranch style architecture of the park. The project included a concession/commercial kitchen for the City's Little League and after-school programs, and restroom facilities. The Design Team also made ADA modifications to existing amenities so that the entire park facilities and grounds would be accessible to the Disabled. Other modifications include children's playground equipment, basketball courts, handball courts, stairs, ramps, picnic areas. The baseball field was enlarged to allow teams to use 2 diamonds at the same time. We also renovated a 3000 sf. community ctr. with a new kitchen, restrooms & new doors/windows. Ease of maintenance and Crime Prevention Through Environmental Design were important considerations in this project.

# ONTARIO DE ANZA PARK PRE-FAB RESTROOM REPLACEMENT



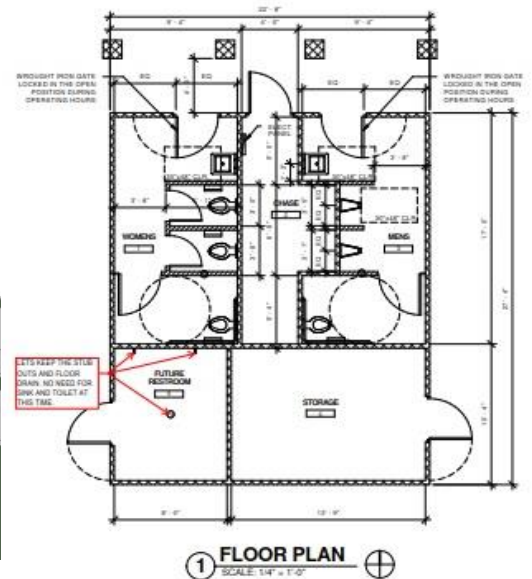
## Proposed new pre-fabricated restroom to replace existing worn-out restroom

**Client:** City of Ontario, Patrick Malloy 909-395-2800; **Team:** Edward Lok Ng; **Start** Dec. 2017, **Built** April 2019

**Project Description:** BOA designed a new 800 sf pre-fabricated public restroom facility w storage and future concession, to replace an existing dilapidated and “worn-out” restroom at City of Ontario’s De Anza Park. The restroom facility will serve the community at the City’s oldest park. We worked closely with the restroom manufacturer in the early design phase to ensure functional City requirements were being met and designed in such a way that all parts of the restroom building, even the complex columned porch would be pre-fabricated and able to be transported via the interstate highway system. We also designed ADA compliance improvements to retrofit existing walkways, new paving around the new restroom, and created curb ramps for a compliant Path-of-Travel to the restrooms from the street. The pre-fabrication building approach saved between 10% - 15% of the building cost, and saved 6-weeks in overall time schedule when compared to traditional ground-up, site-built construction. Ease of maintenance and Crime Prevention through Environmental Design were important considerations in this project. As a result, vandal resistant stainless steel plumbing fixtures with push button actuation, epoxy coated floors, piano hinged toilet partitions, and CMU interior walls were chosen to allow the maintenance staff to “hose-down” walls/floors easily. All rooms were planned with wall openings near the bottom and openings near the ceiling for efficient natural ventilation. “Solar Light Tubes” bring in natural lighting into every toilet room and storage rooms. The exterior was designed to be a “contemporary ranch” appearance to be compatible with the surrounding residential neighborhood. Standing seam metal roofing, fiber-cement fascia trims, and exterior CMU walls were selected for durability and to be maintenance-free.



## 2019 Pre-fab restroom building 80% construction complete



① FLOOR PLAN  
SCALE: 1/4" = 1'-0"

# CITY OF LONG BEACH

## MOTHERS BEACH CONCESSION, KITCHEN, & BEACH RESTROOMS

**BEFORE****Existing Restroom & Lifeguard bldg.****AFTER****New Concession/Restaurant and Restroom Addition****New Vandal-Resistant lav.****New Beach Showers****New Tower at Concession Counter**

### Mothers Beach Concession, Commercial Kitchen & Beach Restrooms

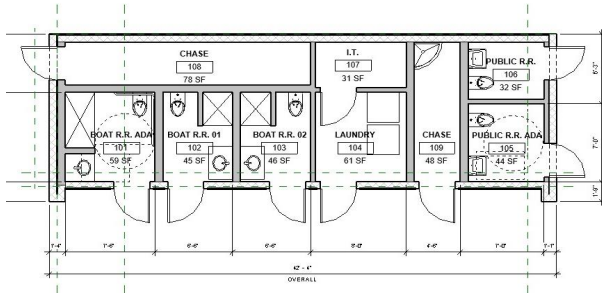
**Client:** City of Long Beach, Public Works Dept. **Architect Team:** Edward Lok Ng **Construction Cost:** \$800,000

**Project Description:** Located on the beach of Marine Stadium, BOA designed a new 2600 s.f. Beach Concession & Restroom building addition that is architecturally compatible with the existing attached beach lifeguard building and residential in character to blend with nearby homes. The new dramatic east facing concession/restaurant tower was designed to recall the architectural vocabulary of the existing lifeguard tower. The project included full-size commercial kitchen facilities for outdoor dining/concession/catering functions serving all of Mothers Beach. The commercial kitchen was designed specifically for the concession operator to accommodate quick lunches and dinners for beach goers, and for special large beach gatherings and parties. Other functions of the new building included storage for lifeguard boats/vehicles/equipment, and 10 beach changing rooms with toilet, a bank of common lavatories are stationed under a covered shade structure. Nearby outdoor beach showers are conveniently located. All areas of the facility are fully accessible and ADA compliant. Ease of maintenance and Crime Prevention Through Environmental Design were important considerations in the design of this project. As a result heavy-duty stainless steel plumbing fixtures, fiberglass doors, and CMU interior walls were chosen. Liquefaction and a high water table were geotechnical issues that needed special attention. Thus, over-excavation & mat concrete slab were used to mitigate differential settlement and soil instability.

# CITY OF LONG BEACH TIDELANDS BEACH RESTROOMS

**Client:** City of Long Beach, Parks, Recreation & Marine Dept. Moffit Nichol, Jerry Holcomb, PE 562-317-3476  
**Architect Team:** Edward Lok Ng, Kyle Ng **Construction Cost:** \$2,000,000 **Construction Completed:** 2025

**Project Description:** Located within the Long Beach Alamitos Bay Marina, on a Design Team with Moffit-Nichols, BOA designed 2 new restroom facilities mainly for boat owners and 2 stalls for general public use. These 2 restrooms will be the first of 2 that will replace all 15 other restroom locations within the Marina, which were first built in the 1960's. Each of the 2 locations were architecturally designed to be "progressively modern" while reflecting the modern "ocean themed" architectural style at the Long Beach Aquarium and other City owner beach facilities. Functions of the new building included individual shower rooms with lav. & toilet, for the boaters. Boaters also have private access to a laundry room with 2 sets of washer/dryer. A secured storage room will house a computer server and router that will provide wi-fi to the nearby boaters. On the side of the new restroom building will be 2 individual stalls with lav. & toilet for general public use. All areas of the building and site will be fully accessible with ADA compliant stalls, ADA parking, and access ramps from the parking lot level to the lower boardwalk to access the boat slips. Ease of maintenance and Crime Prevention Through Environmental Design were important considerations in the design and orientation of the new buildings. As a result, all door will face the parking lot and to the street in full view of police patrols. For durability and resistance to the moist-salty ocean environment, we are choosing heavy-duty stainless steel plumbing fixtures, fiberglass doors with aluminum frames, CMU interior walls were, and sloped epoxy coated concrete floors for easy hosing-down by the City maintenance crew. These buildings will be entirely naturally ventilated with high ceilings to exhaust damp-smelly air upward with large louvered vents. Liquefaction and a high water table were geotechnical issues that needed special attention. Thus, in-lieu of expensive pile foundations, a mat concrete slab system will be used to mitigate differential settlement and soil instability. As public artwork, each restroom location will be enhanced with ocean themed tile wall mosaic and mosaic tiled sidewalks. This was directed by the City, through community outreach, and designed by BOA. Note that BOA has designed ocean themed tile wall murals at 5 other beach restroom locations along the Long Beach boardwalk.



**Proposed Floor Plan for New Restroom**



**Existing 1960's Restroom, scheduled to be replaced**



**Rendering of Proposed New Restroom at Alamitos Bay Marina**

# CITY OF DIAMOND BAR

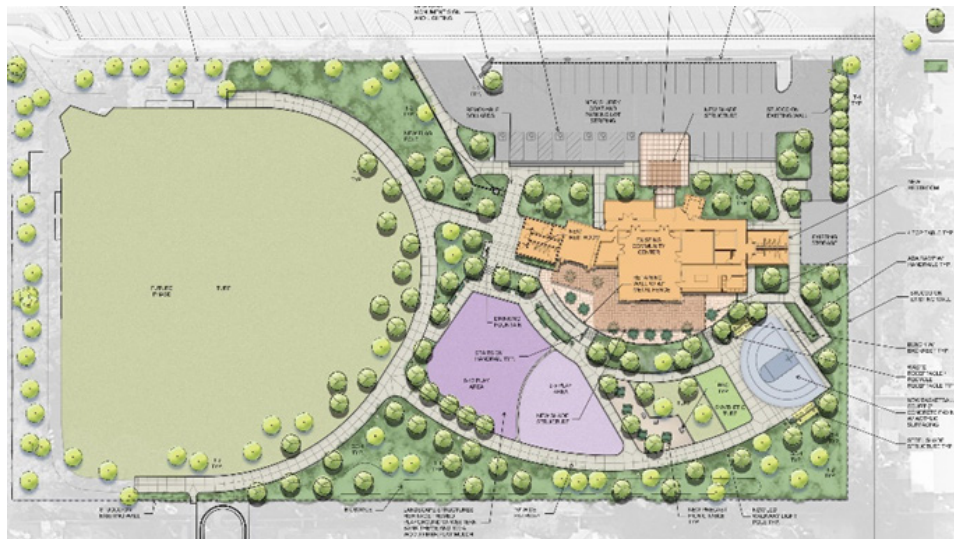
## HERITAGE PARK (CURRENTLY IN CONSTRUCTION DOCUMENT PHASE OF DESIGN)

**Client:** City of Diamond Bar, CA **Design Cost:** \$500,000

**Architect Team:** Edward Lok Ng, Kyle Ng, Leo Arteaga, Josue Soma

**DVD Design Team:** Eric Sterling, Kevin Volz, Luis Pedraza, Xitlali

**Project Description:** Heritage Park, spanning 3 acres in the City of Diamond Bar, is undergoing a comprehensive modernization. BOA Architecture partnered with David Volz Design (DVD) to spearhead the renovation of the park grounds, and completely renovating the existing community building & add 2000sf. This collaborative effort will create an inclusive recreational space that caters to the diverse interests of the community. The revitalization plan with DVD & BOA's innovative touches, encompasses a themed play design inspired by the historic Diamond Bar ranch style that reflects the ranch style of the new shade structure. Within the park, two distinct play areas will be created, accompanied by a new basketball court, and shaded amenities. A picturesque walking path will encircle the park's perimeter, providing a scenic route for visitors. The project also includes a diverse selection of trees and an upgraded irrigation system featuring bioswales, water quality enhancements, and basins. The existing 5000sf Community Center Building (large community rm, daycare rm., admin offices) will be completely remodeled with new lighting, HVAC, flooring, ceiling-wall acoustics, warming kitchen, A 2000sf building addition will further enhance the community building with new storage, expanded kitchen, more offices, and new restrooms. New shade structures with an iconic entry tower will recall the City's historic windmill structure. Other shade structures off the large community room and daycare room, will further enhance indoor-outdoor programing.



# CITY OF GARDENA

## MAS FUKAI PARK (CURRENTLY IN CONSTRUCTION DOCUMENT PHASE OF DESIGN)

**Client:** City of Gardena, CA **Design Cost:** \$755,830 **Construction Cost:** \$6 million

**Architect Team:** Edward Lok Ng, Kyle Ng, Leo Arteaga

DVD Design Team: Eric Sterling, Kevin Volz, Luis Pedraza, Xitlali

**Project Description:** Mas Fukai Park in the City of Gardena is on the cusp of a remarkable transformation, currently in the Construction Document phase, David Volz Design (DVD) & BOA Architecture partnered taking charge to renovate the park grounds, new community building, & new public restrooms. This collaborative effort is set to breathe new life into the park, creating an inclusive recreational space that caters to the diverse interests of the community. DVD & BOA's innovative touch introduces modern pickleball courts and basketball courts, providing sports enthusiasts with top-notch facilities to indulge in their favorite activities. The park's existing ballfields and bleachers will undergo substantial improvements, ensuring a delightful experience for sports spectators and players alike. Additionally, an invigorating exercise walking path snakes its way through the park's picturesque landscape, complemented by strategically placed exercise equipment, enticing visitors to embrace an active and healthy lifestyle. As a serene oasis for relaxation, a unique foot reflexology labyrinth will be featured, offering a tranquil retreat where visitors can unwind and rejuvenate their senses amidst the soothing natural surroundings. The new 5000sf Community Ctr. will provide state-of-the-art facilities for a dedicated Teen Center, a Dance Studio, and a large community rental room for large events. Natural building materials of wood ceilings, concrete floors, and large expanses of glass promote the Client's indoor-outdoor ambience. The rejuvenated Mas Fukai Park is poised to become a cherished community haven, fostering a sense of unity and well-being for residents and visitors to treasure for years to come.



# CITY OF SOUTH GATE

## HOLLYDALE COMMUNITY PARK (CURRENTLY IN CONSTRUCTION, AT 95% COMPLETE)

**Client:** City of South Gate **Design Cost:** \$253,00

**Architect Team:** Edward Lok Ng, Kyle Ng, Leo Arteaga

**DVD Design Team:** Eric Sterling, Kevin Volz, Luis Pedraza, Xitlali Casarrubias, Sarah Moon

**Project Description:** The new vision of this park is a vibrant activity space that would include: play lots, ball courts, health and wellness tracks, a new community building with public restrooms. The improved park is to have new picnic spaces, a play lawn, an open-air theater with a movie screen backdrop, benches, play equipment, shade trees, and a gateway marker at the neighborhood entryway. Various neighborhood gatherings are anticipated for this envisioned green oasis. Gatherings are to include organized neighborhood events and a revamped city-run Halloween program that was very popular in past years at this site. This site will be a gated facility. It is currently secured on three sides. The master plan includes a decorative street edge fence. New welcoming gateways are envisioned along busy Industrial Avenue. The ability to close the park will allow for nighttime security and provide protection from the street for young children. Lighting and security cameras will be installed along with emergency vehicles and maintenance access ways. Eleven new parking stalls will be built along the street edge to encourage and accommodate easy access to this needed park facility. A new community center, public restrooms, covered patios and a large room provides indoor recreation programming and community rental



# CITY OF BELLFLOWER

## INDOOR POOL AND LOCKER ROOM RENOVATION



**Indoor Pool Before Renovation**



**Rotted Wood Roof Framing**



**Locker Rm Before Renovation**

**Project:** Bellflower Aquatic Center, Indoor Pool Locker Room Renovation **Construction Cost:** \$1,500,000

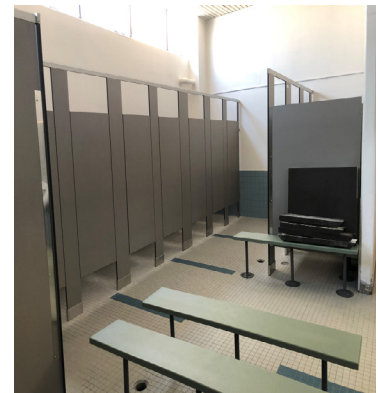
**Location:** Thompson Park, Bellflower, CA **Architect Team:** Edward Lok Ng, Leo Arteaga

**Client:** City of Bellflower Dept. of Public Works, contact: Bernie Iniquez (562) 760-3250 Year Built: 2020

**Project Description:** BOA Architecture was commissioned to repair and improve an old 1960's indoor pool building and its locker rooms. Our challenges were to replace all the rotted wood framing in the locker rooms. The wood studs had rotted from decades of water seepage from showers, and from the maintenance staff "hose down" the floor twice per day and pool operations (patrons are typically dripping wet when using the locker rooms). BOA's solution was to carefully sawcut the entire locker room concrete floor, and install new concrete floors sloping and install numerous new drains, to expel water quickly. We designed new concrete curbs to protect new and existing wood stud walls from moisture, rot, and corrosion damage. All rooms were designed to have at least 2 floor drains to push water out of each room quickly. New fiberglass doors and door frames provided corrosion protection and allowed "hosing-down" of concrete floors in every room. The swimming pool locker rooms can accommodate over 100 swimmers with newly renovated facility included: men & women locker room/showers/restroom, private dressing stalls. Plumbing fixtures and toilet room accessories were chosen for their reliability, low-maintenance and durability in a wet environment. We also remodel the entry lobby, staff offices, and swimmer check-in counter. Also, due to poor ventilation in the concealed ceiling of the indoor pool building, much of the wood framing plywood and roof rafters had rotted. BOA removed and designed a new exposed structural roof deck with exposed rafters and plywood. New rigid insulation and new PVC single-ply "cool roof" helped to moderate interior temperature. Multiple new, large capacity, heavy duty exhaust fans located at the roof ridge helped to promote ventilation with slow air movement (for patron comfort) while moving large volumes of air. We design large new fabric air conditioning ducts that will not corrode the existing air conditioning system. These enhancements to the existing mechanical system also expelled pool chemical odor and moisture before its corrosive effects can harm the steel structure. New high-efficiency, up and down, LED lighting replaced old and obsolete fluorescent fixtures, lit pool decks and featured the new exposed ceiling. The large existing structural steel beams were painted with marine grade epoxy to minimize further rust and corrosion.



**After: New Ceiling Structure, New Lighting,**





# CITY OF COMMERCE

## COMMERCE INDOOR POOL LOCKER ROOM RENOVATION



### BEFORE

**Project:** Commerce Indoor Pool Locker Room Renovation **Construction Cost:** \$1,000,000 **A/E Fee:** \$90,000

**Location:** 2535 Commerce Way, Commerce, CA 90040 **Architect Team:** Edward Lok Ng, Miguel Andrade

**Client:** City of Commerce Dept. of Public Works, contact: Mike Halsey (213)820-5889 **Year Built:** 2012

**Project Description:** Our renovation challenge was to fully integrate floor drains into an existing swimming pool locker room that did not have any floor drains. The maintenance staff "hose down" the floor twice per day and pool operations (patrons are typically dripping wet when using the locker rooms) demanded a lot of floor drains to expell water quickly. BOA's solution was to carefully sawcut out the entire concrete floor while leaving the interior walls in-place, and install new concrete floors sloping to new drains. We provided new concrete wall curbs to protect existing metal stud walls from moisture damage and corrosion. New, large, heavy duty exhaust fans and added air conditioning promoted ventilation with slow air movement (for patron comfort) while moving large volumes of air. This enhancement to the existing mechanical system also expelled pool chemical odor and moisture before its corrosive effects can harm the steel sub-structure. All rooms have at least 2 floor drains to push water out of each room quickly.

New fiberglass doors and aluminum door frames were raised 4" to enhance corrosion protection and allow "hosing-down" of concrete floors in every room. The swimming pool locker rooms can accommodate over 300 swimmers. This newly renovated facility also included; central bag check-in, men & women locker room/showers/restroom, swimmer sauna rooms, private dressing stalls, staff locker rooms with showers, family dressing rooms. Plumbing fixtures and toilet room accessories were chosen for their reliability, low-maintenance and durability in a wet environment.

### AFTER



**New Semi-Private Showers**



**New Dressing Stalls and Floor Drains**



**New ADA Accessible Shower Stall**

# CITY OF IRVINE

## ADA COMPLIANCE AT 4 COMMUNITY CENTERS



New access lift and accessible stair retrofit



New drinking fountain



New accessible restroom

**Architect Team:** Edward Lok Ng, Leo Arteaga **Construction Completed:** 2017; **Construction Cost:** \$400,000

**Project Description:** BOA designed ADA Compliance improvements and interior renovations for modernization and accessibility to 4 community centers at: Fine Arts Center, Heritage Park Community Center, Harvard Park Community Center, and Deerfield Park Community Center. Every effort was made to isolate construction areas and to minimize construction cost, and to be architecturally compatible with the existing architecture at each separate community center. In all locations, the renovations enhanced the function and aesthetic value of each Community Center.

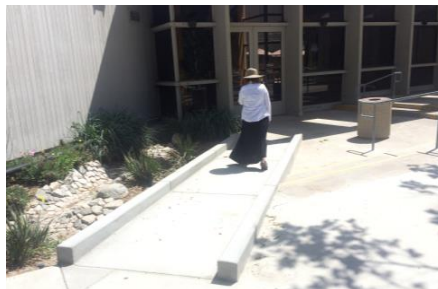
The project scope of work at these 4 community centers included renovation work to create entirely new accessible restrooms, new indoor ramps and stair handrails, access lift, signage, new doors and door hardware drinking fountains. Site elements included concrete accessible ramps, stair handrails drinking fountains. The greatest challenge for this project was in the construction support phase. Because this was a “smaller” construction project, a “smaller” contractor without much experience on public works projects was the low bidder and awarded the project. Though not covered in our design fee, BOA made numerous site visits to each Community Centers to identify installation deficiencies and provide an on-site sketch design solution to expedite the construction process. We provided constant construction coordination to assist the contractor and his sub-contractor on this difficult and “messy” remodel project.



**New accessible restroom  
Harvard Community Center**



new ramp to lower level seating



new outdoor ramp  
**AT FINE ARTS CENTER**



new accessible restroom

## PRIOR ADA COMPLIANCE EXPERIENCE

Since the 1991 enactment of the American Disabilities Act (ADA) BOA has been at the architectural forefront in the modification of existing facilities to comply with the ADA. Totalling over 500, BOA has arguably designed more architectural projects for the sole purpose of ADA Compliance, than ANY other architectural firm in Southern California. This is BOA's competitive advantage. BOA has been under contract to retrofit Government owned facilities for ADA Compliance for the following governmental agencies:

- San Bernardino County (35 projects)
- State of California, Dept. of Motor Vehicle (7 design & construction projects and ADA transition plan for 32 facilities)
- State of California, Dept. of Mental Health (24 facilities and 600,000 S.F.)
- City of Long Beach (80 projects)
- State of California, RESD, PSB, Various State Facilities (4 projects)
- State of Calif, Dept. Fish & Game (8 projects)
- City of Costa Mesa (4 projects)
- City of La Puente (5 projects)
- City of Hawthorne (20 projects)
- City of Irvine (12 projects)
- City of Placentia (12 projects)
- U.S. Postal Service (20 projects for the Los Angeles Region)
- City of Montebello (5 projects)
- City of Tustin (2 projects)
- City of Rosemead (2 projects)
- City of Los Angeles (2 projects)
- City of Redondo Beach (1 project)
- City of Lomita (1 project)
- City of Santa Maria (56 facilities)
- City of Sierra Madre (2 projects)
- City of Huntington Beach (7 project)
- City of Alhambra (1 project)
- City of Redlands (4 facilities)
- City of El Segundo (1 project)
- OC Fire Authority (4 projects)
- City of Anaheim (7 projects)
- Cerritos College (35 facilities)
- East L.A. College (40 facilities)

Along with architectural design, BOA has also provided Access Compliance Plan Review services for the Cities of Placentia and Pasadena, and the Los Angeles Basin Regional Office of the Division of the State Architect. Our role is to ensure that construction drawings and specifications comply with accessibility standards based on the 2001 California Building Code, the Americans with Disabilities Act Accessibility Guidelines, and DSA's Accessibility Plan Review Guidelines. Access Compliance Plan Review is a requirement for new and renovated state owned and state leased facilities so that accessibility and usability of these buildings comply with the intent of the California Government Code Section 4450, the California Health and Safety Code Section 19955, the California Civil Code Section 51, and Section 35.130(b)(4) of Title II of the Americans with Disabilities Act.

We have reviewed a wide range of facilities under jurisdiction of DSA's Los Angeles Basin Regional Office, including single and multi-story school facilities encompassing grades K thru 12 (elementary, middle, and high schools); college and university projects; libraries; administrative offices; auditoriums; dining and kitchen facilities; gymnasiums; laboratories; and related site improvements.

BOA's plan review service provides timely, accurate plan reviews and back reviews coordinated with DSA's project submittal processes. A BOA accessibility plan review includes accurate code interpretation, review of construction plans and specifications, identification of areas of non-conformance, and follow-up consultation with project designers prior to back review. For the City of Placentia, we did ADA Compliance plan review of city R.O.W. sidewalks and curb ramps at over 100 street intersections. For the City of Pasadena, we provided an ADA Compliance consultation to city staff and did ADA Compliance plan review for several individual projects.



### **PROVEN APPROACH**

BOA has an established and proven approach to ADA Compliance. We have developed ADA checklists to quickly identify barriers to the Disabled. We have in-house staff with an overabundance of ADA Compliance project experience. We have very accurate ADA Compliance cost estimating. BOA also has an in-house Quality Control program to ensure project thoroughness.

### **ADA COMPLIANCE CHECKLIST**

Through nearly 30 years of application, BOA has developed and refined their own ADA Compliance Checklist derived from State Code Title-24 and federal ADA Guidelines, used on all projects for public agencies. Our ADA Compliance Checklist provides a comprehensive and efficient method for analyzing existing facilities, site work, and special conditions. Specific areas of concern are ramps, stairs, elevators accessible to the site amenities, corridor and door widths, proximity of reserved "accessible" parking to entrances, heights of counters, plumbing fixtures, types of door hardware, and signage. The ADA Compliance Checklist organizes field survey information and becomes an integral part of the ADA Transition Plan and design program from which to formulate design options.

Besides checklist/building code items, BOA will also be evaluating situations where architectural changes in existing buildings may not be feasible or desirable. In that case, some other reasonable accommodations need to be made. For example, at a library, one would probably not be required to lower all library bookshelves to accommodate disabled patrons. One should, however, have a policy whereby an able-bodied staff could assist a disabled patron in accessing otherwise unreachable books. Another example, at an existing facility, a new hi-low accessible drinking fountain will probably not be required if an existing accessible drinking fountain or a bottle/cup filler was located, relatively close by. In this case, a directional sign will be all that will be required.

### **IN-HOUSE EXPERTISE**

The assigned personnel, staff that will work directly on your projects, are well qualified. Particularly, Edward Lok Ng, Principal, has been the Project Manager and Designer for most of the municipal civic center, parks and recreation projects listed and for all of our recent bath house projects. His extensive municipal and community center experience has led to his appointments to the City of Long Beach Disabled Appeals Board and the City of Downey Design Review Board which reviews numerous commercial and Public Works design projects. He has personally designed more than 300 public works facilities projects for the sole purpose of ADA Compliance. His knowledge of repair/modernization type constructions cost, and the federal ADA guidelines will aid in the development of accurate assessment reports. In addition, the entire staff that designed and administered the construction of more than 500 recent Governmental facilities projects for ADA compliance are still employed by BOA.

### **ACCURATE COST ESTIMATE**

Our public works construction cost database gleaned from our recent municipal ADA compliance projects has been very accurate and up-to-date. We have "line item" cost for just about all ADA Compliance components, e.g., elevator, stairs, restrooms, flooring, roofing, lineal feet of handrail, ramps, disable access parking, door and door hardware, public counters, security systems, bookshelves, plumbing fixtures, etc. We also have a close relationship with many local area general contractors who have extensive Public Works modernization/repair experience. As a result, our in-house construction costs estimate for Public Works projects, when compared to actual contractor bid price, have been 93% accurately.

### 3. REFERENCES

#### REFERENCES:

##### PUBLIC AGENCY:

City of Pasadena  
100 North Garfield Ave, N306  
Pasadena, CA 91101

City of Placentia  
401 E. Chapman Ave. Placentia, CA 92870

City of Carson  
701 E. Carson St, Carson, CA 90745

City of Cypress  
5275 Orange Avenue  
Cypress, CA 90630

City of Irvine and  
City of Newport Beach

City of Laguna Beach

City of Agoura Hills

##### CONTACT:

Hayden Melbourne, Principal Engineer  
hmelbourn@cityofpasadena.net  
(626) 744-7345  
Project: Renovate 2 sets of restrooms at Villa Parke Community Center

Luis Estevez, Acting Deputy City Administrator  
lestevez@placentia.org  
(714) 993-8120  
Project: Renovate 2 sets of restrooms at Backs Community Center

Gilbert Marquez, City Engineer  
gmarquez@carsonca.gov  
(714) 624-0707

Nick Manjkarakiri  
nmangkal@cypressca.org  
(714) 229-6729  
Project: Renovate restrooms at Veteran's Park, Senior Center, and City Hall

Mark Carrol, Public Works OSF Director  
mcarroll@dmceng.com  
(949) 294-0047  
Project: Renovate 4 community centers for the city of Irvine

Tom Perez  
tperez@lagunabeachcity.com  
(949) 315-1091  
Project: Renovate 2 sets of restrooms at City Hall

Charmaine Yambao  
cyambao@agourahillscity.com  
(818) 597-7360  
Project: Renovate Park restrooms at 6 city parks

## 4. SCHEDULE AND APPROACH

This project requires successful collaboration between the client/user team and the design team. The following is a discussion of how BOA team members will partner with you and your staff to achieve consensus in the development and confirmation of project priorities and solutions.

**APPROACH --** Our aim is to be your partner throughout the development, implementation, and management of its Restroom Rehabilitation Project. The following steps demonstrate our approach to providing all services needed for design solutions and construction:

**Client and User Participation--** Client and User participation will be critical. Design goals cannot be realized without a thorough understanding of your needs and goals. Early involvement of the client and users will continue throughout the design process. We see this happening in bi-weekly focus meetings with the Owner Team, phone calls, and emails. We can assist you to organize meetings, set their agenda, and manage their direction. We will provide technical memos with specifications as needed for support. The Project Manager will ensure that the efforts of the team are addressed to the specific client user group. The understanding and involvement of the client will extend to the appointed representatives from your staff, i.e., planners, safety/security officers, and City maintenance staff and engineers in a mutually productive partnership.

Having designed numerous of similar park restroom projects, the Design Team is intimately familiar with Parks & Recreation, and Public Works design projects. Team-work and close coordination among staff, consultants, and the Clients are essential to a successful project. Timely participation and response of the Client is absolutely critical if your restroom project is to be successful and “under budget”. The Design Team will be responsible for ensuring that a high degree of coordination occurs and that project milestones are met. The Design Team’s biggest assets are its design creativity, attention to detail, thoroughness in drawing documentation and ease of constructability for pre-fabricated restrooms and new site-built restrooms. A major priority of the Design Team will be to establish a continuing dialogue with your staff, your Maintenance staff and Building and Safety plan check, and representatives of interested parties so that our goals for the Park Restroom Rehabilitation Project are always in sync with the goals of the City.

**Specialist Expertise--** If a project is to be designed to exceed conventional City Standards, and to meet needs of the future, the involvement of specialists, as either permanent members of the team such as a mechanical/plumbing engineer (with expertise on low flow plumbing fixtures) or intermittent advisors, such as a pre-fabricate restroom manufacturer’s representative is essential. All our Design Team and sub-consultants have extensive Public Works and passive and non-passive security design experience in their disciplines. The management of the design process encourages the participation of such specialists and plans for the appropriate timing of their contribution.

**Methodology--** BOA utilizes a sophisticated design process which invests a greater level of development than is typical in the preliminary design phases. This results in a complete statement of design intent, scope of work, and identification of all facilities design solutions and goals prior to commencement of final documentation. This is achieved by a carefully structured Work Plan (a comprehensive written document that itemizes each task within each phase of design work), and complemented by 100% utilization of Revit, 3-dimensional (3D) documentation. Utilizing 3D graphics to convey alternative design options will facilitate communication and understanding. 3D graphics help stakeholders to expedite decision making with greater understanding. All documents are produced on Revit from initial concept to final construction documents. The ability of 3D graphics to be adapted, based on stakeholder feedback, and quickly transmitted electronically is fundamental to the efficiency of the design process.

**Understanding of Requested Scope of Services – Management Approach--** BOA's management approach is based upon our extensive past experience in the preparation of comprehensive construction documents for Parks and Recreation Facilities. Using an interdisciplinary Design Team which is comprised of specialists in the fields of structural design, LEED/sustainability design, exterior façade design, interior design, lighting design, facilities repair, facilities maintenance, needs analysis, site accessibility, ADA Compliance, space planning, and quality engineering lead by the Project Manager. Senior Project Managers of each sub-consultant firm will guide the project, develop its direction, and provide liaison with you. BOA will provide leadership and direction to the Design Team. The management approach incorporates five (5) components used successfully on facility modification projects:

1. Project Management
2. Project Documentation
3. Consultant Coordination,
4. Construction Administration
5. Quality Control

## **1. PROJECT MANAGEMENT**

BOA, throughout an extensive history of Public Works design and restroom facilities design, we have continued to develop and refine our management philosophy to better address our future projects. As Architect for your project in the City of Ontario, BOA will implement our most advanced management techniques in the undertaking of this project. The goal of our management philosophy is to accomplish a well-designed project that exceeds client expectations, meets its **budget**, is deliverable **on time**, and meets all functional needs. Our techniques of management encompass the ideals by which these goals are achieved. Our project management approach is characterized by the following considerations:

### **Design/Management Integration**

Successful projects require the fusion of the design disciplines with those of management. They must have shared goals and achieve results via an integrated process. This is best achieved by appointing leaders with mutual respect and extensive restroom facilities renovation/addition design experience and Public Works Project experience with other public agencies.

BOA will have Edward Lok Ng, Architect, as the Project Manager on your project. An examination of Mr. Ng's qualification reveals that he has designed over 800 Public Works projects and over 50 restroom design projects, with 4 of these pre-fabricated restrooms, for numerous government agencies. It is the Project Manager's task to help establish the appropriate design vision and see it through its successful realization.

## **2. PROJECT DOCUMENTATION**

Project Documentation is a result of systems set up in BOA's **Project Management Manual**. This guide on how to run a project effectively & efficiently, developed more than 50 years of architectural practice, is firm, but flexible; responsive to specific dynamics of specific projects, but unyielding in its insistence on full documentation, responsiveness & performance. Our manual was patterned after L.A. County Public Works Design Guidelines, which are similar to your City Design Guidelines. Keys elements include:

**Project Checklist --** This is initiated at the beginning of each project and services as a guide of all elements of the project to be completed, and as a central index for all project related material. It is continually updated and reviewed during regular project audits.

**Product File and Technical Project Checklist --** Initiated at the commencement of design, this checklist serves to record all considerations and decisions regarding building materials and methods to be used in construction. It also becomes a comprehensive guide for preparation of the Construction Documents.

### **3. CONSULTANT COORDINATION**

Our sub-consultants play a critical and active role in all phases of our work. BOA has exceptional relationships with its Sub-consultants, including professionals and work relationships that have been developed over a 35 year history. The Project Manager leads in coordinating the efforts of engineering consultants with the help of:

- Frequent coordination meetings.
- Consultant orientation packets which are distributed at project commencement & periodically through the project.
- Clearly defined scopes of work which define separation of responsibilities and eliminate grey areas.
- Milestone Outline, prepared specifically for each project which clearly defines consultant performance expectations for each phase.
- Project Schedule coordinated with a milestone outline, reviewed and signed off by all consultants.
- Drawing Status Log which is updated every two weeks which tracks consultant's performance.
- Revit & CADD procedures involving background and overlay methodologies that ensure up-to-date and coordinated design effort.

### **4. CONSTRUCTION ADMINISTRATION**

BOA understands the importance of efficient construction administration. To ensure that the design and technical intent are conveyed to the contractor and that the project knowledge is continued from the design phase, and is available throughout this phase, the construction administration is led by the Project Manager. For the Park Restroom Rehabilitation Project, the Project Manager, Edward Lok Ng will personally respond to RFI's, review shop drawings as well as attend all job site meetings. A Senior Project Manager from each of our consultants will be assigned to assist the Project Manager and ensure that the highest standard, procedures and methods of construction are employed, and that the exterior façade is architecturally compatible with the park's architecture.

### **5. QUALITY CONTROL**

Quality assurance begins with the commitment, experience and abilities of the team members. The firm's personnel include many design specialists in specifications, constructability, space planning and Public Works architecture, interior design, and structural foundation design. They are versed in the complexities of the individual phases of the design process. The quality assurance program for the project will draw on these skills to assist the team in obtaining its goals for a design of vision that delivers the maximum functional and aesthetic solution to the user. It will address the needs of the client and does so with the most efficient construction process. The following describes the quality control and coordination methods utilized by BOA to ensure project success.



### **The Quality Control Manual**

The Quality Control Manual documents, activities, tasks, and deliverables are to be achieved in each phase of work. Checklists are included and, at the completion of each phase, are signed off by the Project Manager. The manual also includes exemplary forecasts for meetings, programs, schedules and agendas. Drawn from our many projects with the County of Los Angeles, we have a template on how to perform efficient and thorough Quality Control Reviews.

**Quality Control Review--** Quality Control Reviews occur prior to Client Submittals and at key points in the project schedule. During these reviews, the entire sets of documents (no matter the size of the project) are checked by an experienced, licensed architect with extensive experience in the design of similar projects to ensure a “questioning character” in this process. Major emphasis is placed on constructability and on satisfying the operational requirements of the user and thoroughness of documentation. As a part of this project, BOA will commit Mr. Leo Arteaga, Architect/Quality Plan Reviewer. Mr. Leo Arteaga will be ideal for this role because of his extensive facilities modernization and Public Works experience and familiarity with processes and procedures of the cities and counties in Southern California. He has practiced architecture for over 25 years and will review all deliverables for your project. This involvement is formalized and part of the quality control manual procedures.

**Project Standards--** From our experience of more than 2000 public works projects and over 50 park restroom projects for numerous cities and counties in California, BOA has developed its own Project Standard that can be customized to the Client that enhances quality control of bid documents. Project Standards include:

1. Construction document detail drawings: With the input of past governmental clients, BOA has developed, refined, and field tested over 200 Standard construction details. We have Standard Public Works restroom facilities Improvement drawing details for just about every field condition possible; ceramic tile repair, ADA Compliance, floor drain, natural ventilation openings, concrete expansion joints, restroom accessories, ceiling details, door/window details, corrosion resistant doors, etc.
2. BOA has developed a standard Public Works facilities (with sustainability design features) equipment list. For example, prefabricated bench, signage, restroom accessories, restroom plumbing fixture, and light fixtures complete with manufacturer Model # and their acceptable approved equal. The Standard equipment list have been field tested and proven to be of high quality, corrosion resistant, durability, parts availability, and acceptable to the many past governmental clients.
3. BOA has developed a standard keynoting system with over 150 items that addresses virtually every Public Works restroom facility's field condition and many sustainability design features. These standard keynotes have been field tested and refined and have proven to be clear and concise to construction contractors.

Our Quality Control program has resulted in an outstanding bid record of projects being at or under budget, meeting the original project schedules and having a record of excellent construction success that reflects our document quality, clarity, and understanding of the construction process.



1511 Cota Ave.  
Long Beach, CA 90813  
Telephone: 310-832-2681

Website:  
www.boaarchitecture.com

# Schedule

Matthew Parker, Park Services Manager, PVRPD

Dec. 30, 2024

**Re: Design Schedule for: PVRPD Freedom Park Restroom Building RFP**

The following is our proposed design schedule:

## Kick-off meeting

**PRE-DESIGN & PROGRAMMING (PHASE A) 2-weeks**

**SCHEMATIC DESIGN & CONCEPT (PHASE B) 4-weeks**

### Deliverables

- CADD drawings for 2 options (demolition plan, site plan, floor plan elevations)
- cost estimate for 2 options
- allow 2-weeks for City review

**DISCRETIONARY PERMIT PROCESSING (PHASE C) 8-weeks**

### Deliverables

- CADD drawings for 1 selected option (demolition plan, site plan, floor plan, elevations, photo board, etc.)
- allow 4 to 6-weeks for City review

**90% CONSTRUCTION DOCUMENTS (PHASE E) 12-weeks**

### Deliverables

- CADD Architectural/Engineering drawings sufficient to submit to building/safety dept.
- address comments from Client
- provide updated cost estimate
- draft specifications
- submit to Client and building/safety dept. for plancheck
- allow 2-months for City review

**100% CONSTRUCTION DOCUMENTS (PHASE E) 10-weeks depending on City plancheck**

### Deliverables

- CADD Architectural/Engineering drawings
- address comments from Client and building/safety dept.
- provide updated cost estimate
- final specifications
- submit to building/safety dept. for back check

**Total time to 100% Construction Documents 36-weeks**

Our workload is such that we can begin design immediately upon your Notice to Proceed.

**BOA Architecture**

Edward Lok Ng, Architect, LEED AP, President

# FIXED FEE PROPOSAL

## Architectural & Engineering Services: PVRPD Freedom Park Restroom Building, Retrofit or New Pre-Fab

date: Dec. 30, 2024

Construction Cost Estimate:

To Be Determined

prepared by: BOA, Edward Lok Ng, Architect

prepared for: Matthew parker, PVRPD

	PERSON	HRS UNIT	RATE	COST	TOTAL
<b>PRE-DESIGN &amp; PROGRAMMING (PHASE A)</b>					
meetings (2): kick-off, programming mtgs,	PM-Arch	10 hrs	150	1,500	
project management, confirm cost/schedule&prep field work	PM-Arch	4 hrs	150	600	
site assessment, as-built measurements & photos	Sr.Design	10 hrs	110	1,100	
CADD-3D	Sr.Design	10 hrs	110	1,100	
		34			<b>4,300</b>
<b>SCHEMATIC DESIGN &amp; CONCEPT (PHASE B)</b>					
preliminary design; 2 options for restroom bldg	PM-Arch	10 hrs	150	1,500	
project management, confirm cost/schedule&prep field work	PM-Arch	8 hrs	150	1,200	
CADD-3D modeling for drawings	Sr.Design	30 hrs	110	3,300	
construction cost estimate	PM-Arch	6 hrs	150	900	
meetings (2)	PM-Arch	10 hrs	150	1,500	
		64			<b>8,400</b>
<b>DISCRETIONARY PERMIT PROCESSING (PHASE C)</b>					
CADD-3D modeling; compile drawings	Sr.Design	10 hrs	110	1,100	
photo board, applications, forms, radias map	Sr.Design	10 hrs	110	1,100	
project management	PM-Arch	8 hrs	150	1,200	
meetings (2)	PM-Arch	10 hrs	150	1,500	
planning dept dept submittal and corrections to comments	Sr.Design	10 hrs	110	1,100	
		48			<b>6,000</b>
<b>SUB-CONSULTANT ENGINEERING</b>					
structural for the restroom building				2,000	
mechanical				3,000	
plumbing for the restroom building				3,000	
electrical for the restroom building				3,500	
topographic suvey for ADA Path-of-Travel, around restroom building				5,000	
geotechnical-soils report				0	
asbestos, lead paint report				0	
					<b>16,500</b>
<b>CONSTRUCTION DOCUMENTS (PHASE E)</b>					
CADD-3D modeling of construction document drawings	Sr.Design	60 hrs	110	6,600	
project management	PM-Arch	8 hrs	150	1,200	
meetings (2)	PM-Arch	10 hrs	150	1,500	
specifications in CSI format	PM-Arch	10 hrs	150	1,500	
construction cost estimate	PM-Arch	4 hrs	150	600	
quality control	PM-Arch	12 hrs	150	1,800	
client/bldg dept dept submittal and corrections to comments	Sr.Design	10 hrs	110	1,100	
		114			<b>14,300</b>
<b>CONSTRUCTION CONTRACT PROCUREMENT (PHASE F)</b>					
meetings (2); pre-bid, pre-construction	PM-Arch	10 hrs	150	1,500	
RFI response	PM-Arch	7 hrs	150	1,050	
project management	PM-Arch	4 hrs	150	600	
CADD-3D modeling of record as-built drawings	Sr.Design	5 hrs	110	550	
		26			<b>3,700</b>
<b>LIMITED CONSTRUCTION CONTRACT ADMIN (PHASE G)</b>					
RFI & submittal response	PM-Arch	30 hrs	150	4,500	
construction site meetings (5); site observation, punchlist	PM-Arch	25 hrs	150	3,750	
CADD-3D modeling of record as-built drawings	Sr.Design	5 hrs	110	550	
		60			<b>8,800</b>
<b>TOTAL FEE</b>					<b>\$62,000</b>

129/168

**NOTES AND RESTRICTIONS FOR THIS FEE PROPOSAL**

1. Construction Administration is limited to amount of hours indicated.
2. The Owner or Client will provide all available as-built dwgs. of the park,
3. Client will be responsible for procurement of an asbestos/environmental report if required.
4. Client will provide all printing for bidding to Contractors if needed.
5. BOA will provide survey and design for ADA Path-of-Travel from street to restroom, and from parking to restroom.
6. Client will be responsible for procurement of a geotechnical-soils report if required.

# ENGINEERING - DESIGN - ANALYSIS

INCORPORATED

## COMPANY PROFILE

EDA is a full-service engineering firm with capacity for compilation of comprehensive Contract Documents in the arena of construction services, be it for new construction, tenant improvements, or facility remodels and refurbishments. A primary focus of is on the design and preparation of Electrical / Mechanical / Plumbing Construction Documents for site development and upgrades, construction of new buildings, and tenant improvements therein. Tenants for our client base are often coin laundries. For site development and upgrades, EDA can provide due diligence and project development, schematic design and planning approvals, contract and construction documents, and through bid and construction support services.

EDA is also versed in classic design considerations for conventional building systems, as well as for unique projects and applications. Examples include high-efficiency installations, dehumidification, ventilation, cooling water and process chilled water systems, large gas services, noise sensitive installations, microprocessor-based controls, sustainable design (with associated analysis) and requirements for retrofit. EDA is also experienced in site-adaptation of proven practices.

Inherent in the philosophy of the firm is sound basis of design and execution via documentation, analysis, and calculation. This basis serves as the cornerstone for the success of our projects. EDA also places emphasis on field experience, for development and support of numerous projects through conception and construction and working in the capacity of field engineer.

EDA provides comprehensive and overall project understanding with capability to exercise prime responsibilities for coordination with and oversight of multiple disciplines. At hand are numerous issues in the project development and design and construction process, to include site requirements and utilities and infrastructure, building occupancy and construction types, structural requirements for building construction and associated utilities, area separation requirements, exiting, fire department access fire-life safety, fire protection, and electrical and plumbing utilities.

EDA is staffed to execute small- and medium-sized projects, with capacity and expertise to serve on larger projects. We have completed numerous Electrical / Mechanical / Plumbing design projects for the public and private sector Clients. We carry \$1M / \$2M levels of E & O and general liability insurance, per occurrence and aggregate.

We respectfully submit to you our qualifications for your consideration on the matters at hand.

Regards,

Engineering – Design – Analysis, Incorporated

Kevin M. Friedman, P.E., CEO

Att: Project Experience

L20170719

Engineering - Design - Analysis, Incorporated

10231 Slater Avenue Suite 203 Fountain Valley CA 92708  
714 913 8393 - phone 866 425 4336 – fax edaincorporated@aol.com

# ENGINEERING - DESIGN - ANALYSIS

INCORPORATED

## PRINCIPAL BACKGROUND

### **Kevin M. Friedman, P.E., CEO, Engineering – Design – Analysis, Incorporated**

Responsible for all aspects of documentation including evaluation, design, approval, and acceptance of project engineering for the construction industry. Specific and primary responsibilities include statement of scope, project mobilization, conceptualization, compilation of detailed documents for plan check approval and for construction, bid support, construction support, negotiation on behalf of client and owner, and project acceptance. Has over 40 years of experience with public and private sector Clients, with extensive responsibilities across all levels of production and project management. Incorporated March 2005.

Education: BSME, Purdue University, 1984

Affiliations (Relinquished): ASHRAE

## REPRESENTATIVE PROJECT EXPERIENCE

**Biola University Cooling Tower Replacement:** Central plant infrastructure upgrade. 1,500 tons of cooling tower replacement, to include structural engineering via sub-consultant for new support system, VFD / DDC upgrades, analysis to secure SCE utility rebates, and full service to client for compilation of construction documents, and plan check approval.

**Downey City Hall HVAC Upgrades:** Re-fit of (2) 80-ton rooftop package units, boiler plant, and 75 VAV zones, to include re-zoning and DDC upgrades. Efforts included field verification of all spaces, budgeting, support of bid evaluation, analysis to secure SCE utility rebates, review of structural issues in field, and construction support otherwise. Services provided as a sub-consultant to the prime mechanical engineer.

**Boeing S29 SDC:** Two-story, 15,000 sf office space with packaged rooftop HVAC, HHW reheat, and VAV throughout. Project featured architectural treatments for exposed ductwork, and concealment of multiple HVAC elements within core area. Plumbing services provided for stacked toilet rooms, and connection to site utilities. Overall building operation interfaced to existing Campus DDC.

**TRD Dyno Rooms #1 and #2 Infrastructure Upgrades:** Dyno rooms at motorsport engineering and production facility, primarily involved design of cooling water loops for multiple services in dyno room. System requirements included maintenance of backpressure and overall system pressure, and capacity to interconnect to existing dyno rooms adjacent. Additional design considerations included re-fit of supply and exhaust systems for improved ventilation in dyno rooms.

**The Plaza-Irvine Owners Association; 3000 The Plaza - System Acceptance for New Owners (three towers, two projects):** Review of multiple existing and operational systems serving the first and second of three high-rise condominiums in Irvine, for adequacy of design ( cursory), and installation and operation of equipment, hardware, and controls. Provided written statements of findings to include description of existing conditions and of tasks, summary of observations, recommendations and conclusions, and appendices to include trended data and photographs.

Engineering - Design - Analysis, Incorporated

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714 913 8393 - phone 866 425 4336 – fax edaincorporated@aol.com



**PACIFIC ENGINEERING, INC.**

**STRUCTURAL / CIVIL DESIGN**

**Commercial, Industrial and Residential**

TEL: (310) 516-9275

17703 Crenshaw Blvd.

FAX: (310) 516-9276

Torrance, CA 90504

## **RESUME**

To: Whom it may concern

Re: Structural Engineering Qualification

Dear Sir/Madame

I have been working in the field of structural engineering since I graduated with a Master Degree of Science in Civil Engineering in 1982.


In 1993, I founded my own company, "Pacific Engineering, Inc.", specializing in structural designs of commercial, industrial and residential projects.

I design the following types of structures:

- 1) Steel Structures
- 2) Concrete Structures
- 3) Masonry Structures
- 4) Wood Structures

All of the above structures involve structural calculations, structural drawings and design reviews. I have been a licensed Civil Engineer registered in the state of California since 1983.

Sincerely,



---

Victor V. Chai-prasert, M.S, P.E.  
Principal

Date:

8/18/10

**VICTOR CHAI-PRASERT, P.E.**  
**Project Engineer**

**Project Responsibility:**

To provide structural engineering consultation for the project including structural reviews and coordination with other design disciplines.

**Education:**

- Bachelor of Science in Civil Engineering in 1979
- Master of Science in Civil Engineering in 1982  
Both degrees from California State University at Los Angeles

**Experience:**

Mr. Chai-Prasert has extensive experience in structural engineering design spanning almost four decades. His past projects cover a myriad of structures such as shopping centers, industrial buildings, churches, theaters, courthouses, community centers, parks buildings, commercial and residential buildings, etc.

**Description of Current Position:**

Principal, Project Engineer

**Professional Data:**

- Licensed Civil Engineer, State of CA. #C36235
- A member of the American Society of Civil Engineers (ASCE)
- Structural Engineering Certification Board (SECB) #2604-0708 by the National Council of Structural Engineers Association (NCSEA)

**Years of Professional Experience:**

- Employed by Pacific Engineering, Inc. since 1993
- Employed by other firms for 11 years



**AGREEMENT FOR PROFESSIONAL SERVICES  
WITH THE PLEASANT VALLEY RECREATION AND PARK DISTRICT  
("DISTRICT")**

Project Name/Description ("**Project**"): Freedom Park West Restroom Redesign.

Consultant Name ("**Consultant**"): Black O'Dowd and Associates, Inc. (DBA BOA Architecture)

Consultant Business Type: Corporation

Consultant Address: 1511 Cota Avenue, Long Beach, CA 90813

Consultant Representative Name and Title ("**Consultant Representative**"): Edward Lok Ng;  
Architect/LEED AP

Consultant Representative Work Phone and Email: (310) 480-7730; lok.ng@boaarchitecture.com

**Termination Date:** November 14, 2025

Total Not-To-Exceed Contract Amount ("**Contract Sum**"): \$68,200 [\$62,000 proposed cost +  
10% contingency]

District Contact ("**District Contact**"): Matthew Parker, Park Services Manager

District Contact Work Phone and Email: 805-482-1996, ext. 301; mparker@pvrpd.org

## RECITALS

The District desires to contract with a Consultant to provide professional services as more further set forth herein.

The District circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to District to provide the above-described professional services.

District Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

The Pleasant Valley Recreation and Park District (PVRPD) solicited proposals from qualified Architectural Firms to provide services for the design and plan for the remodeling of the Freedom Park restrooms, located at 275 Pleasant Valley Road, Camarillo, California 93010.

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

- 1) To retrofit the existing building to have separate men's and women's restrooms and bring the entire building up to ADA standards.
- 2) Demolish the current building and install a prefabricated building to include all current functions including restrooms, a concession stand, storage, and essential electrical needs.

### DESCRIPTION OF WORK:

The District seeks to contract with an architectural firm that will design the building to meet ADA standards for both the women's and men's restrooms and have a minimum of one ADA stall for each.

Option 1:

- 1) The women's restroom will have a minimum of one (1) ADA-compliant stall, one regular stall (preferable 2 stalls for total of 3 stalls), a hand dryer, sink, and a baby changing table.
- 2) The men's restroom will have a minimum of one (1) ADA-compliant stall, one (1) regular stall, one (1) urinal (prefer 2 if design allows), a hand dryer, sink and a baby changing table.
- 3) The existing concession stand that is attached will need to accommodate for ADA compliance.

Option 2:

- 1) Demolish the existing building and install a prefabricated, ADA-compliant structure that will have:
  - a. A women's restroom that will have three (3) stalls, a sink, hand dryer and a baby changing table.
  - b. A men's restroom that will have two stalls (2), two (2) urinals, a sink and a baby changing table.
  - c. A concession stand, storage, and essential electrical needs.

**AGREEMENT FOR PROFESSIONAL SERVICES  
WITH THE PLEASANT VALLEY RECREATION AND PARK DISTRICT  
("DISTRICT")**

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into as of the effective on the date executed by the District by and between the Pleasant Valley Recreation and Park District ("**District**") and ("**Consultant**"). District and Consultant may be referred to individually as "**Party**" or collectively as "**Parties.**" In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "**Scope of Services**" attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to District entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant's Proposal.** The Scope of Services shall include the scope of services or work included in Consultant's proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by District in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of District and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. District, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall

indemnify, defend and hold harmless District against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected District's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of District. Consultant acknowledges that District is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by District in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to District, in a form approved by District's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this

Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, District shall pay Consultant for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and District will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Review and payment by District for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by District): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.0 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.1 Term.** The Agreement shall commence and become effective upon the date executed by the District and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

**3.2 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from District and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including District, if Consultant shall within ten (10) days of the commencement of such delay notify District in writing of the causes of the delay. District shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay

when and if in the judgment of District such delay is justified. District's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against District for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of District.
- 4.2 District Contact.** The District Contact (or other person designated by the District's General Manager) shall be the primary person on behalf of District responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the District Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by District.
- 4.3 Approvals from District.** District approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the District Contact, District General Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither District, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against District, or bind District in any manner. Consultant represents and warrants that the personnel used to provide services to District pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No District employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. District shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for

injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for District, then Consultant shall indemnify, defend, and hold harmless District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to District as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of District.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for District to enter into this Agreement. Therefore, without express written approval of District, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of District, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of District.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to District, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

**5.2 Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless District and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or District for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or

condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

**(b) Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify District hereunder therefor. Failure of District and/or District Parties (collectively "District" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of District's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from District's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by District is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and District, as to whether liability arises from the sole negligence or willful misconduct of District, Consultant will be obligated to pay for District's defense until such time as a final judgment has been entered adjudicating District as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**(c)** Pursuant to the full language of California Civil Code §2782, Design Professionals agree to indemnify, including the cost to defend, District and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the District; and does not apply to any passive negligence of the District unless caused at least in part by the Design Professional. The District agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.



- 5.3** **Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

- 6.1** **Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to District and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable District to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. District shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. District shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with District in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.
- 6.2** **Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of District and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to District of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify District for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for District.
- 6.3** **Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be

considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from District. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from District or unless requested by the District Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives District notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify District should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. District reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by District. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by District. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to

compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by District thereafter in accordance with the Schedule of Compensation, or such as may be approved by District, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, District may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, District may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which District may be entitled at law, in equity or under this Agreement. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement.
- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed District therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes District to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the

obligations of Consultant to insure, indemnify, and protect District as elsewhere provided herein.

- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on District nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

- 8.1 Non-liability of District Officers and Employees.** No officer or employee of District shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by District or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement. District, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United

States Mail, certified mail, postage prepaid, return receipt requested, in the case of District addressed to District at Pleasant Valley Recreation and Park District, 1605 Burnely Street, Camarillo, California 93010, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by District.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of District has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material

breach of this Agreement entitling District to remedies in Section 7.4 and any and all remedies at law or equity.

- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

**DISTRICT:**

Pleasant Valley Recreation and Park District

By: \_\_\_\_\_

Mary Otten, General Manager

Date:

**CONSULTANT:**

By: Edward Ng  
Edward Ng [Jan 29, 2025 4:31 PST]

Name: Edward Lok Ng

Title: President/Architect/LEED AP – BOA  
Architecture, Inc.

Date:

By: [Signature]  
[Signature] [Jan 29, 2025 11:44 PST]

Name: Kyle Ng

Title: Secretary – BOA Architecture, Inc.

Date:

**CONSULTANT:**

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant’s business.



## EXHIBIT "A"

### SCOPE OF SERVICES

#### **I. Consultant will perform the following Services:**

##### A. Pre-Design & Programming (Phase A)

1. Attend meetings with Client and the City of Camarillo to determine limitations of the project based on:

- a. Site constraints
- b. Building codes
- c. Related City of Camarillo permit requirements.
- d. Time frames.
- e. Consultant scope descriptions/requirements.

2. Verify clients provided Architectural Program, which will outline and determine the scope of work for the project based on the following:

- a. Client's requirements.
  - b. Design parameters.
3. Provide a Preliminary Schedule for project.

##### B. Schematic Design & Concept (Phase B)

1. Based on the client-approved Architectural Program, we will provide the following Schematic Drawings. Two revisions included:

- a. Preliminary site plan of immediate area.
- b. Floor plan.
- c. Front exterior elevation.

2. Meet with client to present proposed design.

3. Based on client-approved Schematic Drawings, we will provide the following Design Drawings, documents and/or exhibits:

- a. Preliminary site plan.
- b. Floor plan.
- c. Sections.
- d. Exterior elevations.
- e. Exterior colored elevations.
- f. Color/material board.

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

##### C. Discretionary Permit Processing (Phase C)

1. Based on client-approved Design Drawings, provide the following Planning Drawings, documents and/or exhibits as required by the City of Camarillo for a Minor Modification Permit:

- a. Site plan, floor plan, sections and exterior elevations with additional agency requirements.
- b. Photo board and site plan of existing site and surrounding area.
- c. 600' radius property owner's map, list and labels.
- d. Assessor's parcel map.

e. Applications and questionnaires, as required.

2. Provide survey of adjacent concrete flatwork as required for city review purposes.
3. Submit and process Planning Drawings, documents, exhibits and applications through the City of Camarillo Planning Department.
4. Revise drawings, documents and exhibits per the City of Camarillo Planning Department's first review comments, provided no new scope items are required and/or requested. Two rounds of revisions included.
5. Attend meetings with client, the City of Camarillo and public officials as required. (Two maximum) \*Actions are included in Phase M – Meetings & Communication

#### D. Construction Documents (Phase E)

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

#### E. Construction Contract Procurement (Phase F)

1. Assist in determining and qualifying an appropriate number of qualified general contractors to bid the construction scope. Project to be prevailing wage per PVRPD requirements as provided by client.
2. Assist in delivering Procurement Documents to prospective Contractors.
3. Answer Requests for Information from prospective contractors in a timely fashion.
4. Update the Construction Documents to reflect any modifications and/or substitutions made

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during this phase.

5. Review the construction contract to minimize risks and liabilities to you and adjust elements that will keep the construction time schedule on track.

6. Meet with the successful contractor to review the plans, schedules, and scope, to promote common understanding of the work and mitigate time-consuming alterations, or potential field management issues.

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

#### F. Limited Construction Contract Administration (Phase G)

1. Attend periodic site visits to observe construction and help represent the owner in key meetings with the expanded team, now including the contractor, as directed by the owner. (Maximum two visits per month).

2. Review contractor's requests for information (RFIs), submittals and shop drawings, and maintain an overview of the progress of construction with conformance to schedules and document requirements.

3. Assist, as part of the project team, in streamlining governmental approvals required during the construction phase.

4. Provide structural observation as required by the City for life/safety issues for shade structure.

5. Coordinate appropriate interaction and facilitate communications between the design and engineering professionals and the construction professional.

6. Assist, as part of the project team, with the proper close-out of the construction, including final "walk-through" completion documents, contractor's preparation of maintenance manuals, coordination with your move-in, record documents, and final payments. \*Actions are included in

### **II. In addition to any other requirements of this Agreement, during performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports:**

#### G. Meetings & Communication (Phase M)

For meetings and communication described in phases above:

Pre-Design & Programming Phase A

Schematic Design & Concept Phase B

Discretionary Permit Processing Phase C

Construction Documents Phase E

Construction Contract Procurement Phase F

Limited Construction Contract Administration Phase G

### **III. All work product is subject to review and acceptance by the District, and must be revised by the Consultant without additional charge to the District until found satisfactory and accepted by District.**

**IV. Consultant will utilize the following personnel to accomplish the Services:**

\*Leonardo Artega  
Project Manager, CASP

\*Pacific Engineering, Inc.  
Victor V. Chai-prasert, M.S., P.E. – Principal  
L #C36235

\*Engineering – Design – Analysis, Inc. (EDA)  
Kevin Friedman, P.E., CEO  
L20170719

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

Click or tap here to enter text.

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.**

**III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1.** In connection with the services provided pursuant to the terms of this Agreement, District will pay Consultant upon District's receipt of a written invoice provided by Consultant no more than monthly. District will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The District will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the District such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the District with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

## **EXHIBIT "D"**

### **SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform Services as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the District by the following dates.**

#### **A. Pre-Design & Programming (Phase A)**

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

#### **B. Schematic Design & Concept (Phase B)**

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

#### **C. Discretionary Permit Processing (Phase C)**

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

#### **D. Construction Documents (Phase E)**

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

**E. Construction Contract Procurement (Phase F)**

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

**F. Limited Construction Contract Administration (Phase G)**

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

**III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.**



## EXHIBIT E

### INSURANCE REQUIREMENTS

Pleasant Valley Recreation and Park District (PVRPD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified.

The following is required for all Certificates of Insurance and Additional Insured Endorsements.

- Certificate of Insurance (COI) – Coverage shall be primary and non-contributory and at least as broad as and include or state the following:
- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence, \$4,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation Endorsement required.
- Umbrella Liability/Excess Liability - Policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.
- Insured: Must match entity named within the agreement.
- Insurer’s Affording Coverage: Must have 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.
- Policy Effective/Expiration Date: Must cover dates of service or event.
- Description of Operations: Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured." Include address, date, and name/type of event or description of project.

- Certificate Holder: Must read “Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010” (No abbreviations accepted)
- Additional Insured Endorsements (AIE) – Endorsements must include or state the following:
- Policy Number: Must match policy numbers on COI.
- Additional Insured – Designated Person or Organization: Must state “This endorsement changes the policy.”
- Schedule – Name Of Additional Insured Person(s) or Organization(s): Must read ““Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees.”
- Primary and Noncontributory – Endorsement must be provided.
- Waiver of Subrogation – Endorsement must be provided.
- Notice of Cancellation – A cancellation clause shall state the following: “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named.”

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Coverage limits listed above are to be considered minimum coverage, District reserves the right to require higher limits and additional coverages at its discretion. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: February 5, 2025**

**SUBJECT: CONSIDERATION AND APPROVAL OF \$25,000 FOR  
PLACER.AI 12 MONTH AGREEMENT FUNDING**

**BACKGROUND**

In October of 2024, District staff signed a 16 month initial term agreement with Placer.ai for use of their location analytics software. The 16-month agreement was split into a 4 month trial period and a 12 month full agreement. After utilizing the services for 4 months, Staff is recommending the Board approve the funding of \$25,000 for the remaining 12 months of the agreement.

**ANALYSIS**

Placer.ai is a location analytics software service that provides geo-location data to entities that utilize their service. Many municipalities use Placer.ai to guide the decision-making process. Placer.ai provides users with key metrics, including the origins of visitors to a specific location and the number of visitors over a given period. The data also helps identify locations with higher foot traffic compared to others.

Additionally, Placer.ai data strengthens the District's ability to apply for and possibly secure grant funding by offering concrete, data-driven justifications for financial support. When collaborating with other government agencies, the District can use these insights to advocate for additional resources, demonstrating with measurable evidence where investments in infrastructure, safety improvements, or new amenities would have the greatest impact. By leveraging this data, the District can make more informed, strategic decisions that enhance the efficiency and effectiveness of its services.

**FISCAL IMPACT**

The District currently has an excess of funds in Professional & Special Services (7100), due to the continued conversations around the Multi-Generation Center. There is currently \$75,000 that can be allocated to cover \$25,000 associated with one year of Placer.ai services.

**RECOMMENDATION**

It is recommended that the Board of Directors approve the use of \$25,000 of Professional & Special Services (7100) funds to purchase one year of Placer.ai services.

**ATTACHMENT**

- 1) Placer.ai Signed Order Form (6 pages)



PLACER LABS, INC.

**ORDER FORM**

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

Contact Person: Justin Kiraly  
 Email: jkiraly@pvprd.org  
 Phone: 805-482-1996  
 Billing Contact Email: jkiraly@pvprd.org

Placer Labs, Inc. ("Placer")  
 Address: 440 N Barranca Ave., #1277  
 Covina, CA 91723

Contact Person: Nick Porebski  
 Billing Contact Person: Jason Tsui  
 Billing Email\*: [billing@placer.ai](mailto:billing@placer.ai)  
 Billing Phone\*: 415-228-2444 ext 806  
 \*Not for use for official notices.

**1. Services.**

The services provided under this Order Form (the "Services") include:

- Access, via Placer Venue Analytics Platform ("Placer's Platform"), to all major venues within the United States
- Customer may not provide access to any third party agents acting on its behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
  - Foot traffic counts and dwell time
  - True Trade Areas displaying frequent-visitors-density by home and work locations
  - Customers' demographics, interests, and time spent at relevant locations
  - Where customers are coming from and going to, and the routes they take
  - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
  - Competitive insights
  - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Premier Customer Support
  - Regular meetings with Placer's Customer Success Team
  - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
<b>STI Demographics Bundle</b>	PopStats
	Spending Patterns
	Workplace
	Market Outlook
<b>Experian Mosaic</b>	Mosaic Segmentation
<b>AGS CrimeRisk</b>	CrimeRisk

## 2. Permitted Uses

Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data: (a) Research Data may contain limited excerpts and discrete portions of Placer Data (“**Excerpts**”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed; (b) The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and (c) Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“**AI**”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

## 3. Term and Termination.

**Initial Term:** The initial term of this Order Form will begin as of October 1, 2024, and will continue for 16 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

**Additional Term:** This Order Form shall continue on the same terms and conditions set forth herein for additional periods of 12 months, if mutually agreed in writing by both parties (email would be sufficient).

**Termination:** Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

**Post-Termination Rights and Obligations:**(a) Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease; (b) Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the “**Post-Termination Information**”), so long as any Post-Termination Information is (i) solely retained for ordinary corporate systems backup, legal or

regulatory purposes, (ii) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (ii) ultimately deleted in accordance with Customer's data retention policy; and (c) upon request from Placer, Customer shall certify in writing its compliance with this provision

**4. Fees.**

\$25,000/Year.

Fees for the 16-month Initial Term are \$33,333. Fees will be invoiced as follows: \$8,333 will be invoiced on October 1, 2024. The remaining \$25,000 will be invoiced on February 6, 2025.

Additional Terms of 12 months, if any, shall be paid within thirty (30) days of the invoice date

Invoice sent electronically to Customer's billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form. Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

In the event of any termination, Customer will pay in full for the Services.

**5. Support.**

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

**6. Mutual NDA.**

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

## 7. Miscellaneous.

**Notices.** All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

**Trial Offering.** If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

**Funding Failure Termination Right.** If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

**Public Records Laws.** Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for California state (“Public Records Laws”), that all obligations imposed by this Agreement are subordinate to Customer’s obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

**License Agreement Amendments.** For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning “Customer shall defend, indemnify and hold Placer harmless...”, is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: “This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.”


**Promotional Use.** Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict




between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

**“Customer”**

Pleasant Valley Recreation & Park District
By:  <i>Mary Otten</i>
Name: <b>Mary Otten</b>
Title: <b>General Manager</b>
Date: <b>9/24/2024</b>

**“Placer”**

Placer Labs, Inc.
By:  <i>Vernell Wisdom</i>
Name: <b>Vernell Wisdom</b>
Title: <b>Head of Contract Management</b>
Date: <b>9/24/2024</b>

**9. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:**

- A. Chair Dransfeldt
- B. Ventura County/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees: Personnel and Finance
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report
- G. Board Members