Welcome to a meeting of the Board of Directors of the Rancho Simi Recreation and Park District. The Park District welcomes citizen participation. If you would like to speak, please follow these simple steps.

Fill out a green Speaker Card, available at the sign-in table, and hand the card to the Recording Secretary or Board of Directors.

If the item you would like to speak about is not on the Agenda, be prepared to speak when the Board Chair calls for “Public Discussion”. The Chair will call the names appearing on the Speaker Cards. If you do not hear your name called, please make this fact known, so that you may be recognized.

If the item you would like to speak about is on the Agenda, the Board Chair will announce the item, request a report from staff, ask Board Members if they have any questions or comments, and then ask if there are any other people in attendance who would like to comment on the item.

When recognized, please speak from the podium. Be professional. Speakers are generally allowed a maximum of five (5) minutes to comment. Depending upon the circumstances, the Board Chair may increase or decrease speaker time. At the conclusion of public comments, the Board Chair will thank the speaker(s) for participating.

The Board Chair may also determine appropriate action, if any, to be taken in response to comments received. Comments will be listened to, questions may be answered, speakers may be requested to further discuss the matter with staff, or an item could be added to a future Agenda or referred to a Board Committee, among other things. Items listed on the Agenda that require action will likely be voted upon by the Board of Directors.

We appreciate your attendance and hope to see you again.

YOUR BOARD OF DIRECTORS

Chair
Mark Johnson

Vice Chair
Elaine Freeman

Director
Dee Dee Cavanaugh

Director
Gene Hostetler

Director
Kate O’Brien

STAFF

District Manager
Larry Peterson
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA)

IV. APPROVAL OF MINUTES
   A. Regular Meeting – April 17, 2014

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Full-Time Employee of the Month for April 2014 to Roberto Hurtado

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 4/18/14 (payroll); 4/15/14 (payables)
   B. Approval of Notice of Completion and Final Acceptance for the Arroyo Simi Greenway Project Phase 1 – Demolition, Grading, Drainage, and Asphalt Paving
   C. Approval of Notice of Completion and Final Acceptance for the Arroyo Simi Greenway Project Phase 1 – Fencing
   D. Approval of Notice of Completion and Final Acceptance for the Arroyo Simi Greenway Project Phase 1 – Project Amenities, Vista Points, and Entrance Areas

** Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion, unless discussion is desired. In that event, the items will be removed from the Consent Agenda.

VII. CONTINUED BUSINESS

None

VIII. NEW BUSINESS
   A. Approval of Award of Contract for Weed Abatement Services at Various District Parks and Open Space Areas – Simi Valley and Oak Park, California
   B. Approval of Award of Contract for the New Vista After School Club Phase One Construction Project

   35-14-h
   176-14-a
   176-14-b
   176-14-c
   7-14-e
   14-14-c
C. Approval of Amended Agreement between Rancho Simi Recreation and Park District and Chef It Up! LLC for the Operation of the Food and Beverage Concession at Simi Hills Golf Course

D. Approval and Adoption of Part-time Employee Pay Schedule by Rancho Simi Recreation and Park District Board of Directors

IX. WRITTEN COMMUNICATIONS

None

X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER

XII. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Gerald Marcus on behalf of Jay Wooliver
Agency Claimed Against: Rancho Simi Recreation and Park District

B. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and Business & Accounting Supervisor
Employee Organization: Rancho Simi Recreation and Park District Middle Management Association

C. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and Business & Accounting Supervisor
Employee Organization: Rancho Simi Recreation and Park District Employees Association ("Bargaining Unit")
D. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiator: District Manager
Employee Organization: Unrepresented Employees

E. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: The Following Assessor Parcel Numbers in Ventura County, Property Located Between Tapo Canyon Road and Bennett Road South of Tapo Canyon County Park in Simi Valley, Ca

Assessor Parcel Numbers:
620-0-320-015 (5.04 Acres)
620-0-320-035 (27.09 Acres)
620-0-320-045 (9.89 Acres)

Negotiating Parties: District Manager, Director of Planning & Maintenance, and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

XIII. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact Human Resources at 805/584-4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
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MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
SYCAMORE DRIVE COMMUNITY CENTER
1692 SYCAMORE DRIVE, SIMI VALLEY, CA
APRIL 17, 2014

AGENDA
ITEM

I. CALLED TO ORDER: 6:30 p.m.

PLEDGE OF ALLEGIANCE: Led by Karen Garber

II. ROLL CALL: Present: Directors O’Brien, Cavanaugh, Freeman, Johnson

Staff: Dave DeMaio, Doug Gale, Karen Garber, Colleen Janssen, Barbara Meinel, Wayne Nakaoka, Renee Peace, Larry Peterson, Brian Pierik, Robin Walker

Guests: Pamela Dean

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA):

None

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of Regular Meeting of April 3, 2014

ACTION: Vice Chair Freeman moved to approve the Minutes of the Regular Meeting of April 3, 2014 as amended; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Part-Time Employee of the Month for March 2014 to Dave DeMaio 35-14-g

Marketing and Community Outreach Specialist Colleen Janssen announced that Dave DeMaio has been selected as Part-Time Employee of the Month for March 2014. Dave began working for the District on February 20, 2004, and this is his first award for Part-Time Employee of the month.
Dave works as the Site Director at Medea Teen Cub and as a Sports Official for the Recreation Department. He was nominated because of the outstanding job he has done with the teen after school club in Oak Park. He overcame many challenges to start the club program, and recently put together an Open House for the parents to visit and see what goes on at the club. He has worked with everyone he can to make sure the teens have all the resources possible to complete their homework, including computers, printers, and tutors if needed. He also makes sure they get some physical activity as well as doing their homework.

Dave also coaches the District’s youth basketball league and is always encouraging the players. He really enjoys working with children, and deserves this award as Part-Time Employee of the Month.

Chair Johnson presented Dave with his award and a check for $75.00. Chair Johnson commended Dave on the wonderful job that he does and thanked him for all his hard work.

Dave thanked the Board for his award and said he loves working with the teens. They have an average daily attendance of 25-27 children, and there is great interest in the program among parents. Dave is anticipating that there may be a waiting list for next year’s program.

Oak Park Recreation Supervisor Renee Peace also thanked Dave and stated that she totally trusts him with the program. He understands the mission and knows what the kids want. His expertise is invaluable to the program.

Director of Recreation Doug Gale mentioned that he believes this middle school program is a showcase place and thanked Dave for the fantastic job he does. The District is very fortunate to have Dave.

Marketing & Community Outreach Specialist Janssen also announced that this will be her last Employee of the Month presentation and Karen Garber will be taking over the program.

**VI. CONSENT AGENDA:**

(A) Approval of Check Registers: 4/4/14 (payroll); 3/31/14 (payables)

(B) Receive and File Report on Schedule of Events for May 2014 39-14-d

**ACTION:** Director O’Brien moved to approve Consent Agenda Items A-B; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

**VII. CONTINUED BUSINESS:**

None
VIII. NEW BUSINESS:

(A) Approval of Permit Agreement for Use of Challenger Baseball Field at Apollo High School by Simi Valley Little League 14-14-a

ACTION: Director Cavanaugh moved to approve Permit Agreement for Use of Challenger Baseball Field at Apollo High School by Simi Valley Little League; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

(B) Approval of Permit Agreement for Use of Recreational Facilities at Apollo High School by Simi Valley Girls Softball League 14-14-b

ACTION: Vice Chair Freeman moved to approve Permit Agreement for Use of Recreational Facilities at Apollo High School by Simi Valley Girls Softball League; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

Chair Johnson acknowledged and welcomed visitor Pamela Dean of the Simi Valley Leadership Class.

(C) Approval of a Resolution Accepting a Quitclaim Deed from the Ventura County Watershed Protection District Conveying Back to the Rancho Simi Recreation and Park District a Non-Exclusive Easement Over a Portion of Arroyostow Park 40-14-b

ACTION: Vice Chair Freeman moved to Approve Resolution No. 1880 Accepting a Quitclaim Deed from the Ventura County Watershed Protection District Conveying Back to the Rancho Simi Recreation and Park District a Non-Exclusive Easement Over a Portion of Arroyostow Park; Director O’Brien seconded the motion. Motion carried with the following roll-call vote:

Ayes: Directors O’Brien, Cavanaugh, Freeman, Johnson
Noes: None
Absent: Director Hostetler
Abstain: None

IX. WRITTEN COMMUNICATIONS:

None

X. REPORTS BY BOARD MEMBERS:

Director Cavanaugh attended the Oak Park Recreation and Park Planning Committee meeting on April 10th. The Committee members were happy with the recreation programs and groundskeeping, but did have questions about whether or not we are going to be discontinuing use of round-up products. District Manager stated that we have been solicited to go chemical free and we currently have a small testing program underway. Test results will be completed and any additional labor and material costs will be estimated and reported to the Committee in Oak Park in either July or October.
Director Cavanaugh reported that Mike Paule attended the meeting as a designee of the MAC. Mr. Paule requested that the Park District consider helping to subsidize the free shuttle service that Oak Park provides. The municipality would like to keep the shuttle free and is looking for $100,000. The Oak Park School Superintendent intends to recommend that the School District contribute $50,000 towards the shuttle. They are asking the Park District to consider a $25,000 contribution based upon estimated income once the new Oak Park cell tower goes in. The Chair of the Oak Park Committee asked if any surveys have been done about who is using the shuttle and if the people are using it to visit the Oak Park parks.

The Oak Park Committee also discussed a request to remove or thin oleander bushes that form a line of bushes between the Mae Boyar parking lot that extend up east of the tennis courts which are immediately north of the parking lot. The bushes separate Mae Boyar Park from Brookside Elementary School. The Superintendent and the school principal have requested that we remove or thin out the bushes. No definitive decision was made at the meeting regarding the bushes.

Director Cavanaugh also attended the Simi Valley Hospital Foundation "Hats Off to Women" event on April 11th along with Director O'Brien and Vice Chair Freeman. She stated that it was a wonderful event.

Vice Chair Freeman mentioned that Director Cavanaugh was the MC for the "Hats Off to Women" event, and that she did a wonderful job.

Director O'Brien attended the Joint Park District Historical Society Committee meeting along with Vice Chair Freeman. Items discussed at the meeting included the upcoming Golden 50 Celebration Weekend at Strathearn Historical Park scheduled for September and the Colony (Bessie Printz) House move and restoration project. The Committee also discussed installing a defibrillator at Strathearn Park, but due to the required training, inspection and usage requirements for the unit, it was agreed that more thought would need to be given to the topic. Several maintenance issues were also discussed.

Director O'Brien also mentioned that the "Hats Off to Women" event was wonderful.

Vice Chair Freeman reported that she and Councilman Sojka gave a presentation on the Arroyo Simi Greenway project to the Simi Valley Community Council. She thanked Administrative Analyst Robin Walker and Computer Support Specialist Lee Martin for their help with the presentation. She said the people were very excited about it as they can see something happening now and they understand what the project is all about.

Vice Chair Freeman also attended a CSDA Board meeting. CSDA is in great shape, and is coming out with a program called District NetWorks. District Networks is a PowerPoint presentation which will be online and will be used to promote Special Districts in the state. District NetWorks will be used by the Board members to communicate with their particular region and raise awareness of how much Special Districts contribute to the community.

Chair Johnson reported that he attended a Neighborhood Council #4 meeting.
XI. REPORT BY DISTRICT MANAGER:

District Manager Peterson stated that he attended the California Film Commission presentation held at Strathearn Historical Park. The event was put together by the District’s Marketing and Community Outreach Specialist, Colleen Janssen. District Manager then gave the floor to Ms. Janssen to provide additional background information about the event.

Ms. Janssen reported that almost 60 people attended. The California Film Commission came out and talked about services they offer, the filming that is leaving the state, and the importance of some legislation that is coming up. They also talked about how anyone can get signed up on the California Film Commission website to promote more filming at their location or if they provide any kind of services in the film industry. A lady from the Ventura County Film liaison also spoke about what Ventura County can do. A wide range of people attended the presentation, and many of them ended up networking with each other. The presentation created some real energy for filming in Ventura County.

District Manager mentioned that the County had recently requested the names and addresses of the Board Members, to which the District responded, with a copy sent to the Board Members. The request appears to be a formality related to the campaign process.

The Chair called a Closed Session at 7:10 p.m.

The Chair reconvened the meeting at 7:28 p.m.

XII. CLOSED SESSION:

A. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition

The Following Assessor Parcel Number in Ventura County, Property Located Between Tapo Canyon Road and Bennett Road South of Tapo Canyon County Park in Simi Valley, Ca

Assessor Parcel Numbers:
620-0-032-003
620-0-032-004

Negotiating Parties: District Manager, Director of Planning & Maintenance, and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

The Chair reported that there was no reportable action.
XIII. ADJOURNMENT:

Director Cavanaugh moved to adjourn the meeting; Chair Johnson seconded the motion. Chair Johnson adjourned the meeting at 7:30 p.m.

Larry Peterson, District Clerk
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RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date: May 1 2014
To: District Manager
From: Director of Administration
Re: Presentation of the Full-Time Employee of the Month for April 2014 to Roberto Hurtado

FULL-TIME EMPLOYEE OF THE MONTH FOR APRIL 2014
The District’s full-time employee of the month for April 2014 is Roberto Hurtado. Roberto has worked for the District since September 27, 2007. He works as a Groundskeeper I in the Maintenance Department. This is his second award for Employee of the Month. His first award was in October 2008.

NOMINATION NARRATION
The person who nominated Roberto had this to say about him, “The person I am nominating for the Full Time Employee of the Month has been working for the Park District for about 8 years. He has had many different job assignments while working here. He has been on the mow crew, part of the east crew, part of the irrigation crew, and has assisted on many park improvement projects. I have spoken to all those in charge of these areas and have found out that all view this individual the same as myself. All those who speak of him say the following; he is always quick to respond to any problem, he is always very pleasant to deal with, he gathers all necessary information quickly, he decides on a plan of action and then implements that plan to reduce the impact on the public. I’m sure that most go unaware of the work he does to make sure those using the Park District facilities do so uninterrupted.

This nomination is written with one purpose in mind, so that he can see that yes, one person can make that big of a difference. His is also a very humble man and never seeks the spotlight. I would like him to know that he has been a help, where ever he has been. Sometimes there are items that are not even his responsibility, but he will jump right in to lend a hand or advice on how a project could be improved to better the District or its patron’s end use. I have never known this person to talk poorly about anyone, this fact alone puts him in a class all by himself. He has always been courteous and respectful with Park patrons and employees. I hope he decides to stay around for a while as it has been a pleasure and honor working with this man.”

(Not only did this person nominate Roberto, but 5 other employees signed his nomination form.)

BOARD ACTION
Roberto Hurtado has been invited to attend the May 1, 2014, board meeting to receive a plaque from the board chair. He is also eligible for a day off with pay in the next 60 days.

Karen Garber
Director of Administration
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 1, 2014

TO: District Manager

From: Director of Planning and Maintenance

Subject: Approval of Notice of Completion and Final Acceptance for the Arroyo Simi Greenway Project Phase 1 – Demolition, Grading, Drainage, and Asphalt Paving

At its meeting of November 7, 2013, the Board of Directors awarded a contract to Universal Asphalt Co., Inc. in the amount of $577,300.00 for the Arroyo Simi Greenway Project Phase 1 – Demolition, Grading, Drainage, and Asphalt Paving.

The project was completed on April 21, 2014. The contractor has fulfilled all contractual obligations. At the time of contract award, the Board of Directors authorized an expenditure of up to 7.5%, or $43,297.50, if and when the need arose for extra work or modifications to the project. One Change Order in the amount of $14,091.00 was issued for the project. Change Order 1 was to provide all labor and material for additional grading and compaction of both sides of the newly paved trail from Erringer Road to just east of the Royal Avenue bridge. This additional work was requested by the Ventura County Watershed Protection District. The actual total cost of the project is therefore $591,391.00.

Board Action Requested:

That the Board accept the work as complete for the Arroyo Simi Greenway Project Phase 1 – Demolition, Grading, Drainage, and Asphalt Paving and authorize the final payment.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
NOTICE OF ACCEPTANCE


Dated: ________________, 2014

Rancho Simi Recreation and Park District

By: ____________________________

Mark E. Johnson, Chair
Board of Directors
NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is: RANCHO SIMI RECREATION AND PARK DISTRICT
3. The full address of the undersigned is: 1692 Sycamore Drive, Simi Valley, California 93065
4. The nature of the title of the undersigned is: In fee.
5. The full names and full addresses of all persons and entities, if any, who hold title with the undersigned are:

   NAMES                  ADDRESSES
   None

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

   NAMES                  ADDRESSES
   None

7. A work of improvement consisting of the Arroyo Simi Greenway Project Phase 1 – Demolition, Grading, Drainage, and Asphalt Paving was completed on April 21, 2014.
8. The name of the contractor for such work of improvement was Universal Asphalt Co., Inc., 10610 So. Painter Avenue, Santa Fe Springs, CA 90670.
10. The street address of said property is (see No. 9 above).

Dated: ______________, 2014

By: ____________________________

Mark E. Johnson, Chair, Board of Directors

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the state of California that I am the Chairman of the Board of Directors of the owner of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

_______________, 2014 Simi Valley, California

Mark E. Johnson, Chair, Board of Directors
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 1, 2014

TO: District Manager

From: Director of Planning and Maintenance

Subject: Approval of Notice of Completion and Final Acceptance for the Arroyo Simi
Greenway Project Phase 1 – Fencing

At its meeting of November 7, 2013, the Board of Directors awarded a contract to H.J. Hunsaker
Construction, Inc., in the amount of $238,497.00 for the Arroyo Simi Greenway Project Phase
1 – Fencing.

The project was completed on April 25, 2014. The contractor has fulfilled all contractual
obligations. At the time of contract award, the Board of Directors authorized an expenditure of
up to 7.5%, or $17,887.00, if and when the need arose for extra work or modifications to the
project. One Change Order in the amount of $17,355.12 was issued for the project. Change
Order 1 included modifications to the Madera Road/East Street primary entrance improvements
and the addition of a locking arm assembly for the 16 trail entrance gates. This additional work
was requested by the Ventura County Watershed Protection District. The actual total cost of the
project is therefore $255,852.12.

Board Action Requested:

That the Board accept the work as complete for the Arroyo Simi Greenway Project Phase 1 –
Fencing and authorize the final payment.

[Signature]
Wayne Nakaoka
Director of Planning and Maintenance

WN: bjm
NOTICE OF ACCEPTANCE


Dated: ______________, 2014

Rancho Simi Recreation and Park District

By: ________________________________

Mark E. Johnson, Chair
Board of Directors
NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is: RANCHO SIMI RECREATION AND PARK DISTRICT
3. The full address of the undersigned is: 1692 Sycamore Drive, Simi Valley, California 93065
4. The nature of the title of the undersigned is: In fee.
5. The full names and full addresses of all persons and entities, if any, who hold title with the undersigned are:
   NAMES                        ADDRESSES
   None
6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:
   NAMES                        ADDRESSES
   None
7. A work of improvement consisting of the Arroyo Simi Greenway Project Phase 1 – Fencing was completed on April 25, 2014.
8. The name of the contractor for such work of improvement was H.J. Hunsaker Construction, Inc., 2828 Cochran St., #411, Simi Valley, CA 93065.
10. The street address of said property is (see No. 9 above).

Rancho Simi Recreation and Park District

Dated: ___________, 2014

By: ____________________________
   Mark E. Johnson, Chair, Board of Directors

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the state of California that I am the Chairman of the Board of Directors of the owner of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

__________________________, 2014 Simi Valley, California

Mark E. Johnson, Chair, Board of Directors
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 1, 2014

TO: District Manager

From: Director of Planning and Maintenance

Subject: Approval of Notice of Completion and Final Acceptance for the Arroyo Simi Greenway Project Phase 1 – Project Amenities, Vista Points, and Entrance Areas

At its meeting of November 7, 2013, the Board of Directors awarded a contract to H.J. Hunsaker Construction, Inc., in the amount of $99,336.00 for the Arroyo Simi Greenway Project Phase 1 – Project Amenities, Vista Points, and Entrance Areas.

The project was completed on April 25, 2014. The contractor has fulfilled all contractual obligations. At the time of contract award, the Board of Directors authorized an expenditure of up to 7.5%, or $7,450.00, if and when the need arose for extra work or modifications to the project. One Change Order in the amount of $4,665.41 was issued for the project. Change Order 1 included modifications to the Vista Point overlook at Rancho Simi Community Park, an additional concrete mow curb at the Erringer Street entrance, and additional concrete removal to accommodate new concrete footings. The actual total cost of the project is therefore $104,001.41.

Board Action Requested:

That the Board accept the work as complete for the Arroyo Simi Greenway Project Phase 1 – Project Amenities, Vista Points, and Entrance Areas and authorize the final payment.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
RANCHO SIMI RECREATION AND PARK DISTRICT  
1692 Sycamore Drive  
Simi Valley, California 93065

NOTICE OF ACCEPTANCE


Dated: ______________. 2014

Rancho Simi Recreation and Park District

By: ____________________________
Mark E. Johnson, Chair  
Board of Directors
NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is: RANCHO SIMI RECREATION AND PARK DISTRICT
3. The full address of the undersigned is: 1692 Sycamore Drive, Simi Valley, California 93065
4. The nature of the title of the undersigned is: In fee.
5. The full names and full addresses of all persons and entities, if any, who hold title with the undersigned are:

   NAMES          ADDRESSES
   None

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

   NAMES          ADDRESSES
   None

7. A work of improvement consisting of the Arroyo Simi Greenway Project Phase I – Project Amenities, Vista Points, and Entrance Areas was completed on April 25, 2014.
8. The name of the contractor for such work of improvement was H.J. Hunsaker Construction, Inc., 2828 Cochran St., #411, Simi Valley, CA 93065.
10. The street address of said property is (see No. 9 above).

Dated: ___________, 2014

By: __________________________________________________________
   Mark E. Johnson, Chair, Board of Directors

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the state of California that I am the Chairman of the Board of Directors of the owner of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

_________________________, 2014 Simi Valley, California

Mark E. Johnson, Chair, Board of Directors
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 1, 2014

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Award of Contract for Weed Abatement Services at Various District Parks and Open Space Areas – Simi Valley and Oak Park, California

Background and Overview:

At its meeting of April 3, 2014, the District’s Board of Directors authorized Staff to solicit bids for Weed Abatement Services at Various District Parks and Open Space Areas in Simi Valley and Oak Park, California. In previous years, the Park District performed weed abatement services under separate purchase orders for the Simi Valley and Oak Park areas. This year staff combined the Simi Valley and Oak Park areas into one comprehensive bid package. By combining the scope-of-work and publicly bidding the project, staff believed that the increased size of the project would result in a significant overall savings in project cost. In addition, this year’s work included a broader scope-of-work for the Oak Park area to accommodate requests made by the Ventura County Fire Protection District.

A Notice Inviting Bids was published in the Ventura County Star on April 6, 2014. A total of 10 contractors received bid packages for the project.

On April 22, 2014, sealed, written bids were received from the following contractors:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Simi Valley Parcels</th>
<th>Oak Park Parcels</th>
<th>Grand Total</th>
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<tbody>
<tr>
<td>Premier Trees &amp; Landscape, Simi Valley, CA</td>
<td>$18,545.00</td>
<td>$15,470.00</td>
<td>$34,015.00</td>
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<tr>
<td>Oakridge Landscape, Valencia, CA</td>
<td>$21,230.00</td>
<td>$24,141.00</td>
<td>$45,371.00</td>
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<td>Pepo Weed Abatement, Palmdale, CA</td>
<td>$26,495.00</td>
<td>$23,500.00</td>
<td>$49,995.00</td>
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<td>International Environmental Corporation,. Panorama City, CA</td>
<td>$32,640.00</td>
<td>$24,890.00</td>
<td>$57,530.00</td>
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</tbody>
</table>
Staff is recommending that the contract be awarded to the apparent low bidder, Premier Trees and Landscape. Premier Trees and Landscape was awarded and successfully completed the District’s weed abatement services in Simi Valley in FY 12-13. The combined cost of the weed abatement services in Simi Valley and Oak Park for FY 2012-13 was $41,490.00. Combining the scope-of-work and publicly bidding the project in FY 2013-14 resulted in a cost savings to the District of $7,475.00.

**Fiscal Impact:**

Adequate funds are included in the District’s approved *FY 2013-14 Annual Budget* to cover all weed abatement expenses from the following accounts:

1. Simi Valley General Fund (Fund 10) for Grounds Maintenance Contract Services in the amount of $30,000.00.

2. Oak Park Special Zone Tax Fund (Fund 70) for Grounds Maintenance Contract Services in the amount of $25,000.

**Board Action Requested:**

That the Board:

1. Award a contract for Weed Abatement Services at Various District Parks and Open Space Areas – Simi Valley and Oak Park, CA to Premier Trees and Landscape in the amount of $34,015.00.

2. Authorize the District Manager to execute an Agreement with the awarded firm on behalf of the District and to amend the Agreement for project contingencies in an amount not to exceed approximately 14 1/2% of the contract award or $5,000.00 for any additional weed abatement as recommended by District staff. The total allocation for the contract is therefore $39,015.00.

Wayne Nakaoka  
Director of Planning and Maintenance

WN:bjm
RANCHO SIMI RECREATION AND PARKS DISTRICT

PUBLIC WORKS CONTRACT
PROJECT: WEED ABATEMENT SERVICES AT VARIOUS DISTRICT PARKS AND OPEN SPACE AREAS, SIMI VALLEY AND OAK PARK, CALIFORNIA

THIS AGREEMENT "Agreement" is made and entered into this ______ day of __________________________, 2014 by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California, hereinafter called DISTRICT, and Premier Trees and Landscape, a sole proprietorship, located at 2155 Belhaven Avenue, Simi Valley, CA 93065, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before 3:00 P.M. on April 22, 2014, for the following:

Weed Abatement Services at Various District Parks and Open Space Areas

in the City of Simi Valley, California and portions of unincorporated Ventura County, including the community of Oak Park, California, hereinafter called PROJECT.

At the hour of 3:00 P.M. on said date, in the DISTRICT offices, said bids were duly opened.

At its regular meeting held on May 1, 2014, the DISTRICT Board of Directors duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE 1

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR's Proposal, all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. The CONTRACT DOCUMENTS shall also include the Standard Specification for Public Works Construction ("Green Book") currently in effect on the execution date of this Contract. In the case of a conflict between any of the other CONTRACT DOCUMENTS and this Agreement, the order of precedence in the Green Book shall control.
All of the rights and obligations of the DISTRICT and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made a part hereof as though they were fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements be made and performed by DISTRICT, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of Thirty-Four Thousand, Fifteen and No/00 Dollars ($34,015.00), based upon those certain unit prices set forth in CONTRACTOR's Bid Schedule, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain five percent (5%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

DISTRICT hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amount set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to,
and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the DISTRICT in connection therewith.

ARTICLE V

CONTRACTOR shall commence work within five (5) calendar days from the DISTRICT Notice to Proceed and shall complete work on the PROJECT within thirty (30) consecutive calendar days, weather permitting, after commencement.

ARTICLE VI

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, et seq.), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the DISTRICT in connection therewith.

ARTICLE VII

CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.
ARTICLE VIII

A. CONTRACTOR shall, without disturbing the condition, notify DISTRICT in writing as soon as CONTRACTOR, or any of CONTRACTOR’s subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

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 this character provided for in this Contract.

B. Pending a determination by DISTRICT of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

C. DISTRICT shall promptly investigate the reported conditions. If DISTRICT, through its General Manager, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, then DISTRICT shall issue a change order.

D. In the event of a dispute between DISTRICT and CONTRACTOR as to 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, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX

CONTRACTOR shall assume the defense of and indemnify and hold-harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR’s work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided:

(a) That DISTRICT does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by DISTRICT or the
deposit with DISTRICT by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

(b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE X

CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract. Additionally, CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the payment of all labor and all materials furnished in connection with this contract.

ARTICLE XI

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by DISTRICT as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers’ Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify DISTRICT for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations
hazard, comprehensive automobile liability and contractual general liability insurance as shall protect DISTRICT, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:

(1) **Public Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than ONE MILLION DOLLARS ($1,000,000), in which case the aggregate may be ONE MILLION DOLLARS ($1,000,000);

(2) **Comprehensive Automobile Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence;

(3) **Contractual General Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence.

(c) **PROOF OF INSURANCE** - The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The DISTRICT shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and with an endorsement extending such coverage to the DISTRICT, as well as with adequate legal assurance that each carrier will give DISTRICT at least forty-five (45) days' prior notice of the cancellation of any policy during the effective period of the contract.

(d) **NOTICE TO COMMENCE WORK** - The DISTRICT will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contact until CONTRACTOR has provided to the DISTRICT the proof of insurance as required by subparagraph (c) of this article.

**ARTICLE XII**

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the DISTRICT in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the
damages sustained by the DISTRICT in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of ONE HUNDRED DOLLARS ($100.00) shall be presumed to be the amount of damages suffered by the DISTRICT for each day’s delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of ONE HUNDRED DOLLARS ($100.00) as liquidated damages for each day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Such sum is liquidated damages and shall not be construed as a penalty and may be withheld from any payments due CONTRACTOR by DISTRICT.

ARTICLE XIII

Upon completion of PROJECT and acceptance of same by the DISTRICT Board of Directors, the DISTRICT’s General Manager shall have cause to be recorded a Notice of Completion with the office of the Ventura County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the General Manager of DISTRICT, or his or her designee, shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics’ liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIV

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the DISTRICT thereto.

ARTICLE XV

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to DISTRICT.

SIGNATURES ON FOLLOWING PAGE 8
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the _____ day of ___________________, 2014, by their respective officers duly authorized in that behalf.

ATTEST:

________________________
Larry Peterson, District Clerk

RANCHO SIMI RECREATION AND PARK DISTRICT:

by ________________________
Larry Peterson, District Manager

APPROVED AS TO FORM:

________________________
Brian A. Pierik, District Counsel

PREMIER TREES AND LANDSCAPE, a Sole Proprietorship

by ________________________
President

by ________________________
Secretary
RANCHO SIMI RECREATION AND PARK DISTRICT

PROPOSAL

PROJECT: Weed Abatement Services at Various District Parks and Open Space Areas

PROJECT NO.: 2014-2

LOCATION: Various Locations throughout Simi Valley and Oak Park, California.

BIDDER: Premier Teresa & Landscape

BID OPENING DATE: April 22, 2014

TIME: 3:00 P.M.

TO THE BOARD OF DIRECTORS
RANCHO SIMI RECREATION AND PARK DISTRICT
1692 Sycamore Drive
Simi Valley, California 93065

Gentlemen:

In accordance with the advertised “Notice Inviting Bids” requesting sealed bids for providing all labor, materials, equipment, and services necessary for:

Weed Abatement Services at Various District Parks and Open Space Areas
Simi Valley and Oak Park, California

and after having carefully examined the location of the proposed work, Project Manual (Specifications), and Contract Document Forms for the same and read the accompanying Proposal, I agree to enter into a Contract to provide all labor, materials, equipment and services necessary to carry the above-mentioned work to completion under the supervision of the Rancho Simi Recreation and Park District (Park District).

In submitting this Proposal, I agree:

1. To hold my Bid open for a period of forty-five (45) days following the date of opening of Bids.

2. Within ten (10) calendar days, to enter into and execute the Agreement, if awarded on the basis of this Proposal, and to furnish Performance and Payment Bonds, if requested and directed by the Park District.

Bid Proposal 00401-1

BIDDER'S INITIALS MD
3. Within five (5) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.

4. To accomplish the entire work within thirty (30) consecutive calendar days from and after executing the Agreement, weather permitting.

BASE BID

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete all the work in conformity with the Project Manual, including specifications, addendums, and other Contract Documents, for the lump sum price of:

Thirty-four thousand fifteen (34,015) Dollars (U.S.)

UNIT PRICES

All bidders are required by the Park District to submit itemized unit prices for the base bid at the time of the bid opening. This format, including all itemized unit prices, may be used as a basis for Contractor's payments.

Contractor is advised that the unit prices may be used in the determination of the lowest responsible/responsive bidder. Unreasonable prices may result in rejection of the entire bid proposal.

All unit prices shall include all labor, materials, taxes, and incidentals necessary to complete the item.

Bidders are advised that the total sum of all of the unit prices should equal the lump sum total for the base bid.

ITEMIZED UNIT PRICES:

1. Simi Valley Parcels – Lump sum price to complete all aspects of the project's scope of work for the Simi Valley Area (See Appendix "A").

Eighteen thousand five hundred forty-five (18,545) Dollars (U.S.)
2. Oak Park Parcels – Lump sum price to complete all aspects of the project’s scope-of-work for the Oak Park Area (See Appendix “B”).

Fifteen thousand four hundred seventy Dollars (U.S.)

(15,470.00)

AWARD OR REJECTION OF BIDS

The Park District reserves the right to reject any and all bids, any item or items, and to consider the relative merits of the respective apparatus or equipment and construction work submitted and to be the sole judge of any such relative merits; and said District will award the Contract for providing said apparatus or equipment and construction work to the lowest responsible bidder on the apparatus or equipment and construction work best suited to the needs and as determined by said District.

The District reserves the right to award this Contract to a bidder, or bidders, other than the lowest bidder, when the Board of Directors determine that such action would be in the best interest of the District.

Normally an award shall be made to a bidder who is not the lowest bidder only when there are unique circumstances applicable to the procurement or construction.

Unique circumstances include, but are not limited to, the following:

1. When the specifications indicate that the time for completion will be given special consideration in awarding the Contract and the bids reflect different time for completion, OR

2. When the bidder's financial and business standing and ability properly and expeditiously to perform the contract makes that bidder a better choice, OR,

3. When the bids given for the basic work and various bid alternatives for which the District wishes to contract make a given bid more advantageous to the District than others.

STATE LICENSES

The undersigned hereby certifies that they currently possess a valid Landscape (C-27) Contractor’s License in the State of California in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code of the State of California. In addition, the undersigned hereby agrees to provide a California Certified Arborist to provide on-site supervision at all times during the course of the work.
INSURANCE

The undersigned agrees to furnish certificate of public liability insurance, workmen's compensation, and such other insurance as will protect him, and the District from claims for damages and from personal injury, including death, which may arise from operation under this Contract, whether such operation be performed by himself or by any Subcontractor or anyone directly or indirectly employed by him or either of them; and the certificates of such insurance will be filed at the time of execution of the Contract, and such coverage shall be in the amounts specified herein.

The Contractor at his own expense shall carry public liability insurance which shall not be less than $1,000,000 combined single limit (per occurrence with no aggregate limit) as to bodily injury and property damage. The General Public Liability Insurance shall cover the General Contractor and all Subcontractors to the work. The insurance certificate shall include a statement to the effect that the District shall be notified forty-five (45) days prior to cancellation or expiration of policy.

Workmen's Compensation coverage as required and described by the State of California.

If required, the awarded contractor shall provide the City of Simi Valley, and Ventura County Watershed Protection District with a Certificate of Insurance in conformance with their policy and procedures for all work performed within their property and/or right-of-way. These certificates are in addition to the Park District's Certificate of Insurance requirements and neither certificate is interchangeable between public agencies. Both Certificates of Insurance must be issued/posted prior to the start of construction.

BONDS

The undersigned agrees to furnish the District with satisfactory labor and material bond in an amount equal to 100% of the Contract price, and a faithful performance bond in an amount equal to 100% of the Contract price, said bonds shall be secured from surety company or surety companies, satisfactory to the District.

The Payment Bond (Labor and Materials) shall be for not less than 100% of the Contract price, to satisfy claims of material suppliers and/or mechanics and laborers employed by the Contractor performing work. The bond shall be maintained by the Contractor and remain in full force until the work is accepted by the District and/or otherwise stated.

The Faithful Performance Bond shall be for 100% of the Contract price, to guarantee faithful performance of all prescribed work within the time allotted, in a manner acceptable to the District.

Concurrent with executing a Contract with the District, the Contractor shall file with the District Surety Bonds in the amounts noted above. The bonds shall be duly executed by a responsible Corporate Surety, authorized to issue such bonds in the State of
California and secured through the offices of an authorized agent with an office in California. The Contractor shall pay for all bond premiums, costs and incidentals.

Each bond shall be signed by both the Contractor and Surety, and the signature of the authorized agent of Surety shall be notarized.

Changes in the work or extensions of time, made after the contract, shall in no way release the Contractor or Surety from their obligations. Notices of such changes or extension shall be waived by the Surety.

PERMITS AND FEES

The Contractor will be required to obtain and pay for an "Encroachment Permit" from the City of Simi Valley Department of Public Works for temporary lane closures and work within the public right-of-way. All necessary incidentals (traffic diversion plans, insurance certificates, securities, etc.), necessary to obtain the permits shall be provided by the Contractor as part of the base bid proposal. A copy of the "Encroachment Permit" must be provided to the Park District.

The Contractor shall obtain and pay for all other permits relating to City and County agencies, including business tax, haul and dump permits as required.

PREVAILING WAGE RATES

The District Manager of the Rancho Simi Recreation and Park District by and on behalf of the Board of Directors has obtained the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workmen needed to execute the Contract from the Director of the Department of Industrial Relations of the State of California, and the same is on file in the office of the District. It shall be mandatory upon the Contractor to whom the Contract is awarded to pay not less than the said specified prevailing rates of wages to all workers employed by him in the execution of the Agreement.

VISITING THE SITE

The undersigned has thoroughly examined the Project Manual (Specifications), Addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all conditions thereof.

CONTRACT DOCUMENTS

A sample of the Agreement proposed to be entered into between the Park District and the undersigned is attached herewith and made a part of these Specifications.

TIMELINESS OF PERFORMANCE

Time is hereby expressly made and declared to be of the essence of this Contract and of each and every part thereof, and no act or forbearance by the Park District or
extension by it of the time for the performance of any of the terms of this Contract, and no delay or failure on the part of the Park District in the exercise of any of its rights hereunder shall in any way constitute or operate as a waiver of or excuse for any future default on the part of the Contractor, or as a waiver, release or relinquishment of any of the rights or powers herein conferred upon the Park District.

Delays and Extension of Time:

A. If the work shall be delayed at any time by reason of a suspension ordered by the Park District or because of any other act or neglect of Park District or its officers or employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors, or if the work should be delayed without the fault or negligence of the Contractor, or for any other reason which in the opinion of the Park District is proper justification for such delay, then the Contractor shall be entitled to an extension of time equivalent to the time actually lost by such delay.

B. In order to secure such an extension of time, the Contractor shall file a written request with the Park District for extension of time within seven (7) days of the beginning of each delay, and failure to do so shall constitute a waiver thereof, except that in case of a continuing cause of delay, only one claim shall be necessary.

C. A request for an extension of time or the granting of an extension of time shall not constitute a basis for any claim against the Park District for additional compensation. The Contractor shall be deemed to have waived any and all rights to claim additional compensation unless, at the time of filing a request for an extension of time, he shall likewise file a claim for additional compensation on account of such delay. Additional compensation to the Contractor because of delay in the work shall be considered only if such delay is the result of a suspension ordered by the Park District or because of any other acts or neglect of the Park District or its officers or its employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors.

D. This article does not exclude the recovery of damage for delay by either party under other provisions of the Contract Documents.

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS:

See Subcontractors List Document 00430.

ADDENDA

This bid includes ADDENDUM NO. / \ Dated: \4/12/14 \ Dated:

Bid Proposal 00401-6 BIDDER'S INITIALS \MD2 \MD2
ASSIGNMENT

This Contract shall not be assigned by the Contractor.

AFFIDAVIT

The Contractor for himself and for his successors, executors, administrators, and assigns hereby agree to the full performance of the covenants herein contained.

The undersigned states that this is a genuine proposal, not made in collusion, or in the interest of any other person/firm other than represented by the undersigned.

NAME OF BIDDER  Premier Trees & Landscape

BY  Michelle Solinas

TITLE  Owner

ADDRESS  2155 Belhaven Ave  Simi Valley, CA  93065

PHONE  805 660-5907

CONTRACTOR'S LICENSE NO.  C87-851533

EXPIRATION DATE  12/31/14

PRIMARY CLASS  Landscaping

SECONDARY CLASS  Tree Removal

DATE  4/12/14

NOTE: If bidder is a corporation, proposal must be signed by an authorized officer of the corporation and corporation seal affixed. Proposal must be accompanied by a document evidencing such officer is authorized to sign.

Check one - (X) Owner

( ) Partnership
( ) Company
( ) Corporation
( ) Other
SUBCONTRACTORS LIST

TO: RANCHO SIMI RECREATION AND PARK DISTRICT
hereinafter called "District"

BY: [Signature]
hereinafter called "Bidder"

PROJECT: Weed Abatement Services at Various District Parks and
Open Space Areas
Simi Valley and Oak Park, California.

In accordance with Article 17 of Instructions to Bidders, for portions of the Work equaling or
exceeding 1/2 of 1 percent of the total proposed Contract Sum, the undersigned proposes to use the
following sub-contractors. Except as otherwise approved by the District, the undersigned proposes
to perform all other portions of the Work with his own forces.

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<th>NO.</th>
<th>PORTIONS OF THE WORK</th>
<th>SUBCONTRACTOR NAME, ADDRESS &amp; PHONE NO.</th>
<th>LICENSE #</th>
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THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS.

Provide signature identical to that shown on the Bid Form:

BIDDER: [Signature]  DAT E: [Date]

END OF DOCUMENT

Subcontractors List
00430-1
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 1, 2014

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Award of Contract for the New Vista After School Club Phase One Construction Project

Background and Overview:

At its meeting of March 20, 2014, the District’s Board of Directors authorized staff to solicit bids for the New Vista After School Club Phase One Construction Project to construct a new After School Club facility on the Vista Elementary School Campus. This new facility is being constructed to accommodate the increased enrollment at the Vista After School Club and will include the installation of two 20’ X 40’ modular classroom buildings within an enclosed chain link fence compound along Wisteria Street in the southeasterly corner of the Vista Elementary School Campus. This location is independent from the main campus and will be constructed with a separate vehicular drop-off and pick-up zone along Wisteria Street. Construction plans for this project were prepared in-house by Park District staff.

Phase One of the project will include all related site improvements including, but not limited to: demolition, grading, utility, infrastructure, asphalt paving, concrete, chain link fencing, irrigation and landscaping. The actual placement of the modular buildings, final utility hook-ups, and regulatory compliance improvements will be constructed under a separate agreement.

A Notice Inviting Bids was published in the Ventura County Star on March 24, 2014. A total of 12 contractors received bid packages for the project.

On April 22, 2014, sealed, written bids were received from the following contractors:

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<th>Bidder</th>
<th>Base Bid Amount</th>
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<td>DPM Construction Co., Camarillo, CA</td>
<td>$48,500.00</td>
</tr>
<tr>
<td>Unlimited Engineering Contracting, Inc., Simi Valley, CA</td>
<td>$59,150.00</td>
</tr>
<tr>
<td>Lee Construction Co., Simi Valley, CA</td>
<td>$83,777.00</td>
</tr>
<tr>
<td>Amtek Construction, Whittier, CA</td>
<td>$98,180.00</td>
</tr>
<tr>
<td>Ardalan Construction Co., Inc., Thousand Oaks, CA</td>
<td>$98,400.00</td>
</tr>
</tbody>
</table>
Staff is recommending that the contract be awarded to the apparent low bidder, DPM Construction Co. from Camarillo, California. DPM has no previous experience working for the Park District; however, their references indicate that they have successfully completed recent Public Works Construction Projects of similar size and scope-of-work as the New Vista After School Club Phase One Construction Project.

Fiscal Impact:

The Base Bid price of $48,500.00 plus a 10% construction contingency ($4,850.00) for extra work or modifications to the project totals $53,350. This exceeds staff’s original $50,000.00 budget estimate and the amount of funds earmarked for the entire project. Staff’s original budget estimate allocated $39,000.00 for the Phase One improvements and $11,000.00 for the lease purchase and placement of the two modular buildings. With an Award of Contract for $53,350.00 to DPM for the Phase One improvements, staff now anticipates that the total cost of this project will be $64,350.00.

Funding to complete this project will include the $50,000.00 originally earmarked for this project under the “After School Program Facility Upgrade” in the Simi Valley Assessment Fund (Fund 30). The $14,350.00 balance can be funded through the reallocation of Capital Outlay Funds (Fund 50) previously earmarked for the Strathearn Park Handicapped Parking Stall Addition in the amount of $8,000.00, plus a portion of the $12,000.00 originally intended for the Sycamore Drive Community Center Maintenance Yard Paving Project.

The Simi Valley Historical Society recently rescinded their request for the Strathearn Park Handicapped Parking Stall Addition, and the Sycamore Drive Community Center Maintenance Yard Paving Project can be reassessed for funding during the Park District’s Fiscal Year 2014-15 Budget Workshop.

Board Action Requested:

That the Board:

1. Award a contract for the New Vista Elementary Before and After School Club Phase One Construction Project to DPM Construction Co. in the amount of $48,500.00.

2. Authorize the District Manager to execute an Agreement with the awarded firm on behalf of the District and to amend the Agreement for project contingencies in an amount not to exceed 10% of the contract award or $4,850.00, if and when the need arises for extra work or modifications to the project. The total allocation for the contract is therefore $53,350.00.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
RANCHO SIMI RECREATION AND PARKS DISTRICT

PUBLIC WORKS CONTRACT

NEW VISTA AFTER SCHOOL CLUB PHASE ONE CONSTRUCTION PROJECT

2107 WISTERIA STREET, SIMI VALLEY, CA

THIS AGREEMENT "Agreement" is made and entered into this ___ day of ___________, 2014, by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California hereinafter called DISTRICT, and DPM CONSTRUCTION COMPANY, a sole proprietorship, located at 2390 Las Posas Road, #450, Camarillo, CA 93010, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before August 6, 2013, for the following:

NEW VISTA AFTER SCHOOL CLUB PHASE ONE CONSTRUCTION PROJECT

in Simi Valley, California, hereinafter called PROJECT.

At the hour of 2:00 P.M. on said date, in the Rancho Simi Recreation & Park District office, said bids were duly opened.

At its regular meeting held on May 1, 2014, the DISTRICT Board of Directors duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR’s Proposal, all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. The CONTRACT DOCUMENTS shall also include the Standard Specification for Public Works Construction ("Green Book") currently in effect on the
execution date of this Contract. In the case of a conflict between any of the other CONTRACT DOCUMENTS and this Agreement, the order of precedence in the Green Book shall control.

All of the rights and obligations of the DISTRICT and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements be made and performed by DISTRICT, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of FORTY-EIGHT THOUSAND, FIVE HUNDRED and NO/100 DOLLARS ($48,500.00), based upon those certain unit prices set forth in CONTRACTOR's Bid Schedule, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising form actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain ten percent (10%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

DISTRICT hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.
Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney’s fees, incurred by the DISTRICT in connection therewith.

ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT Notice to Proceed and shall complete work on the PROJECT within forty-five (45) calendar days after commencement.

ARTICLE VI

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USC § 1101, et seq.), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney’s fees, incurred by the DISTRICT in connection therewith.

ARTICLE VII

CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.
ARTICLE VIII

A. CONTRACTOR shall, without disturbing the condition, notify DISTRICT in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

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 this character provided for in this Contract.

B. Pending a determination by DISTRICT of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

C. DISTRICT shall promptly investigate the reported conditions. If DISTRICT, through its General Manager, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then DISTRICT shall issue a change order.

D. In the event of a dispute between DISTRICT and CONTRACTOR as to 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, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX

CONTRACTOR shall assume the defense of and indemnify and save harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided

(a) That DISTRICT does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold harmless AGREEMENT because of the acceptance by DISTRICT or the
deposit with DISTRICT by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

(b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(c) That notwithstanding any provision of this Agreement to the contrary, the duty of the CONTRACTOR to defend or indemnify or save harmless the DISTRICT and/or its elective and appointive boards, officers, agents, and employees, shall not apply in the event of conduct of the DISTRICT and/or its elective and appointive boards, officers, agents and employees covered by the provisions of California Civil Code Section 2782, or other applicable laws, gives rise to the claim, loss, damage, injury and/or liability.

ARTICLE X

CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract. Additionally, CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the payment of all labor and all materials furnished in connection with this contract.

ARTICLE XI

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by DISTRICT as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers’ Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected.
CONTRACTOR shall indemnify DISTRICT for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) **COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE.** CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect DISTRICT, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:

(1) **Public Liability Insurance** in an amount of not less than TWO MILLION DOLLARS ($2,000,000) with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than TWO MILLION DOLLARS ($2,000,000), in which case the aggregate may be TWO MILLION DOLLARS ($2,000,000);

(2) **Comprehensive Automobile Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence;

(3) **Contractual General Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence.

(c) **PROOF OF INSURANCE** - The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The DISTRICT shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and with an endorsement extending such coverage to the DISTRICT, as well as with adequate legal assurance that each carrier will give DISTRICT at least forty-five (45) days' prior notice of the cancellation of any policy during the effective period of the contract.

(d) **NOTICE TO COMMENCE WORK** - The DISTRICT will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contact until CONTRACTOR has provided to the DISTRICT the proof of insurance as required by subparagraph (c) of this article.
ARTICLE XII

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the DISTRICT in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the DISTRICT in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of TWO HUNDRED FIFTY DOLLARS ($250.00) shall be presumed to be the amount of damages suffered by the DISTRICT for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of TWO HUNDRED FIFTY DOLLARS ($250.00) as liquidated damages for each day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Such sum is liquidated damages and shall not be construed as a penalty and may be withheld from any payments due CONTRACTOR by DISTRICT.

ARTICLE XIII

Upon completion of PROJECT and acceptance of same by the DISTRICT Board of Directors, the DISTRICT's General Manager shall have cause to be recorded a Notice of Completion with the office of the Ventura County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the General Manager of DISTRICT, or his or her designee, shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIV

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the DISTRICT thereto.

ARTICLE XV

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to DISTRICT.

SIGNATURES ON FOLLOWING PAGE
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the ______ day of ______________________, 2014, by their respective officers duly authorized in that behalf.

ATTEST:

______________________________
Larry Peterson, District Clerk

RANCHO SIMI RECREATION AND PARK DISTRICT:

by______________________________
Larry Peterson, District Manager

APPROVED AS TO FORM:

______________________________
Brian A. Pierik, District Counsel

DPM CONSTRUCTION COMPANY, a Sole Proprietorship

by______________________________
President

by______________________________
Secretary
PROPOSAL

PROJECT: VISTA ELEMENTARY BEFORE & AFTER SCHOOL CLUB CONSTRUCTION PROJECT

PROJECT NO: 000-2014-5

PROJECT LOCATION: Vista Elementary School
2107 Wisteria Street, Simi Valley, CA

BIDDER: DPM Construction Company

BID OPENING DATE: April 22, 2014

TIME: 2:00 pm

TO THE BOARD OF DIRECTORS
RANCHO SIMI RECREATION AND PARK DISTRICT
1692 Sycamore Drive
Simi Valley, California 93065

Directors:

In accordance with the advertised "Notice Inviting Bids" requesting sealed bids for providing all labor, materials, equipment, and services necessary for:

Vista Elementary Before & After School Club Construction Project
Vista Elementary School
2107 Wisteria Street
Simi Valley, California

and after having carefully examined the location of the proposed work, Drawings and Project Manual (specifications) for the same and read the accompanying proposal, I agree to enter into a Contract to provide all labor, materials, equipment and services necessary to carry the above mentioned work to completion under the supervision of the Rancho Simi Recreation and Park District (District).

In submitting this proposal, I agree:

1. To hold my Bid open for a period of forty-five (45) days following the date of opening of Bids.

2. Within ten (10) calendar days, to enter into and execute the Agreement, if awarded on the basis of this Proposal, and to furnish Performance Bond, if requested and directed by District.

3. Within fifteen (15) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.
4. To accomplish the entire work within Twenty-one (21) consecutive calendar days from and after executing the Agreement.

**BASE BID:**

Vista Elementary Before & After School Club Construction Project

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete all the work in conformance with the drawings, Project Manual, including specifications, and addenda, and other Contract Documents, for the following sum:

The lump sum of **Forty Eight Thousand Five Hundred Dollars**

($48,500.00)

**UNIT PRICES**

All bidders are required by the District to submit itemized unit prices for the Base Bid at the time of the bid opening. This format including all itemized unit prices will be used as a basis for Contractor's payments.

The District hereby notifies the bidders that the quantities shown are only estimations used by the District to determine the lowest responsible bidder. The District advises bidders to make their own quantity calculations for bid purposes and adjust the quantities as required. For items not specifically mentioned in this unit price sheet, the bidder shall incorporate those costs into the closest resembling item(s).

All unit prices shall include all labor, material, taxes and incidentals necessary to complete the item.

The bidder is advised that the total sum of all of the unit prices should equal the Base Bid shown on page 00401-2.

**Vista Elementary Before & After School Club Construction Project BASE BID – UNIT PRICES:**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><em><strong>GENERAL</strong></em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. MOBILIZATION</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$500.00</td>
</tr>
<tr>
<td>2. DEMOLITION / REMOVAL</td>
<td>1</td>
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<td>L.S.</td>
<td>10,000.00</td>
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<td>3. GRADING / EARTHWORK</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>5,000.00</td>
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</table>

***CONSTRUCTION***

Bid Proposal 00401-2

**BIDDER'S INITIALS**: DQ
4. ASPHALT PAVEMENT  1  JOB  L.S.  15000.00
5. CONCRETE MOW CURB  1  JOB  L.S.  2000.00
6. CHAINLINK FENCING & GATES (5' high), (single & double gates)  1  JOB  L.S.  12000.00
7. TELEPHONE (Trenching, conduit, pull boxes)  1  JOB  L.S.  500.00

***IRRIGATION***

8. IRRIGATION RETROFITTING SYSTEM  1  JOB  L.S.  500.00
(Complete in place, ready to use)

***ELECTRICAL***

9. ELECTRICAL SYSTEM  1  JOB  L.S.  3000.00
(Complete in place)

BASE BID TOTAL  $48500.00
(This amount to equal base bid on Page 00401-2)

AWARD OR REJECTION OF BIDS

The District reserves the right to reject any and all bids, any item or items, and to consider the relative merits of the respective apparatus or equipment and construction work submitted and to be the sole judge of any such relative merits; and said District will award the Contract for providing said apparatus or equipment and construction work to the lowest responsible bidder for the apparatus or equipment and construction work best suited to the needs and as determined by said District.

The District reserves the right to award this Contract to a bidder, or bidders, other than the lowest bidder, when the Board of Directors determine that such action would be in the best interest of the District.

Normally an award shall be made to a bidder who is not the lowest bidder only when there are unique circumstances applicable to the procurement or construction.

Unique circumstances include, but are not limited to, the following:

1. When the specifications indicate that the time for completion will be given special consideration in awarding the Contract and the bids reflect different times for completion, OR
2. When the Bidder's financial and business standing and ability properly and expeditiously to perform the Contract makes that bidder a better choice, OR

3. When the bids given for the basic work and various bid alternates for which the District wishes to contract to make a given bid more advantageous to the District than others.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a Contractor in the State of California where the work is to be done and that his license covers the type of work for which this proposal is made in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code for the State of California.

INSURANCE

The undersigned agrees to furnish certificate of public liability insurance, workmen's compensation, and such other insurance as will protect him, and District from claims for damages and from personal injury, including death, which may arise from operation under this Contract, whether such operation by himself or by any Subcontractor or anyone directly or indirectly employed by him or either of them; and the certificates of such insurance will be filed at the time of execution of the Contract, and such coverage shall be in the amounts specified herein.

The Contractor at his own expense shall carry public liability insurance which shall not be less than $2,000,000 combined single limit (per occurrence with no aggregate limit) as to bodily injury and property damage. The General Public Liability Insurance shall cover the General Contract and all Subcontractors to the work. The insurance certificate shall include a statement to the effect that the District shall be notified forty-five (45) days prior to cancellation or expiration of policy. Workmen's Compensation coverage as required and described by the State of California.

BONDS

The undersigned agrees to furnish the District with satisfactory labor and material bond in an amount equal to 100% of the Contract price, and a faithful performance bond in an amount equal to 100% of the Contract price, said bonds shall be secured from surety company or surety companies, satisfactory to the District.

The Payment Bond (Labor and Materials) shall be for not less than 100% of the Contract price, to satisfy claims of material suppliers and/or mechanics and laborers employed by the Contractor performing work. The bond shall be maintained by the Contractor and remain in full
force until the work is accepted by the District and/or otherwise stated.

The Faithful Performance Bond shall be for 100% the Contract price, to guarantee faithful performance of all prescribed work within the time allotted, in a manner acceptable to the District.

Concurrent with executing a Contract with the District, the Contractor shall file with the District Surety Bonds in the amounts noted above. The bonds shall be duly executed by a responsible Corporate Surety, authorized to issue such bonds in the State of California and secured through the offices of an authorized agent with an office in California. The Contractor shall pay for all bond premiums, costs and incidentals.

Each bond shall be signed by both the Contractor and Surety, and the signature of the authorized agent of Surety shall be notarized.

Changes in the work or extensions of time, made after the contract, shall in no way release the Contractor or Surety from their obligations. Notices of such changes or extension shall be waived by the Surety.

PERMITS AND FEES

if required he Park District will provide the contractor with the initially required building permit, grading permit, and encroachment permit for the project. The contractor will be responsible for subsequent permit fees (including plan check fees) from the appropriate public authority(ies) for acts created by the contractor. These include but are not limited to contractor's modifications, substitutions and/or corrective modifications required during the course of the work from contractor's oversight or negligence. The contractor will not be responsible for subsequent plan check and permit fees for modifications requested by the District, District's Consultants, and plan clarification(s) for oversights by the District's Consultants.

The Contractor will also be required to obtain and pay for an “Encroachment Permit” for the transportation of materials and debris on city streets from the City of Simi Valley Department of Public Works. All incidentals (haul route plans, insurance certificates, securities, etc.) necessary to obtain the permits shall be provided by the contractor as part of the projects base bid proposal. A copy of the “Encroachment Permit” must be provided to the Park District prior to transportation of materials to and from the project site.

The contractor shall obtain and pay for other permits relating to City and county agencies, including business tax, haul and dump permits as required.
The contractor will arrange and pay for all meter and connection permits and/or any cost or fees for utilities, including water, sewer, electrical, telephone, storm drain, etc., for this project.

VISITING THE SITE

The undersigned has thoroughly examined the drawings, Project Manual including specifications, addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof.


ADDENDA

This bid includes ADDENDUM NO: NONE Dated:


 ASSIGNMENT

This Contract shall not be assigned by the Contractor.

TIMELINESS OF PERFORMANCE

Time is hereby expressly made and declared to be of the essence of this Contract and of each and every part thereof, and no act of forbearance by the District or extension by it of the time for the performance of any of the terms of this contractor, and no delay or failure on the part of the District in the exercise of any of its rights hereunder shall in any way constitute or operate as a waiver of or excuse for any future default on the part of the Contractor, or as a waiver, release or relinquishment of any of the right or powers herein conferred upon the District.
AFFIDAVIT

The Contractor for himself and for his successors, executors, administrators, and assigns hereby agree to the full performance of the covenants herein contained. The undersigned states that this is a genuine proposal and neither collusion nor made in the interest of any other person and has not included anyone to submit a sham bid or refrain from bidding.

NAME OF BIDDER: DPM Construction Company

BY: [Signature]

TITLE: Owner

ADDRESS: 2390 Las Posas Rd, #450
Camarillo, CA 93010

PHONE NO.: 805-844-7851

CONTRACTOR'S LICENSE NO.: 982044 EXP. DATE: 3·31·2015

PRIMARY CLASS: A

SECONDARY CLASS:

Date

(Note: If bidder is a corporation, proposal must be signed by an authorized officer of the corporation and corporation seal affixed. Proposal must be accompanied by a document evidencing such officer is authorized to sign).

Check one:  [ ] Owner
[ ] Partnership
[ ] Company
[ ] Corporation
[ ] Other

END OF DOCUMENT

Bid Proposal 00401 - 7

BIDDER'S INITIALS: [Signature]
# SUBCONTRACTORS LIST

TO: RANCHO SIMI RECREATION AND PARK DISTRICT
   hereinafter called "District"

BY: DPM CONSTRUCTION COMPANY
    hereinafter called "Bidder"

PROJECT: In accordance with Article 17 of Instructions to Bidders, pursuant to bidding for the Work titled
         Vista Elementary Before & After School Club Construction Project

for portions of the Work equaling or exceeding 1/2 of 1 percent of the total proposed Contract
Sum the undersigned proposes to use the following sub-contractors. Except as otherwise
approved by the District, the undersigned proposes to perform all other portions of the Work
with his own forces.

<table>
<thead>
<tr>
<th>NO.</th>
<th>PORTIONS OF THE WORK</th>
<th>SUBCONTRACTOR NAME, ADDRESS &amp; PHONE NO.</th>
<th>LICENSE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Electrical</td>
<td>MAGNUM FENCE SECURITY, 1070 N. LOUISIANA AV, 90005</td>
<td>74910001</td>
</tr>
<tr>
<td>7#9</td>
<td>Telephone</td>
<td>Venco Electric, 2360 Stilts Road #D, Oxnard, CA 93030</td>
<td>446770</td>
</tr>
<tr>
<td>4</td>
<td>A/C Acme</td>
<td>STEC, 230 Lantana St, Camarillo, CA 93010</td>
<td>983956</td>
</tr>
<tr>
<td>6</td>
<td>Fencing</td>
<td>Fence Factory, 29447 Amosida Dr, Aliso Viejo, CA</td>
<td>275524</td>
</tr>
</tbody>
</table>

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS.

Provide signature identical to that shown on the Bid Form:

BIDDER: [Signature]

END OF DOCUMENT

Date: 4/22/2014

Subcontractors List
00430-1
STATEMENT OF QUALIFICATIONS

1.01 INSTRUCTIONS

A. All questions must be completed with clear and comprehensive information. If necessary, questions may be answered on separate attached sheets.

B. This form shall be submitted with the contractor's proposal at the time of the Bid Opening.

2.01 CONTRACTOR/BIDDERS GENERAL INFORMATION

A. Name of Contractor/Bidder:
   ____________________________
   DPM CONSTRUCTION COMPANY

B. Permanent Office Address:
   ____________________________
   2390 LAS POSAS ROAD SUITE 450
   CAMARILLO, CALIFORNIA 93010

C. Mailing Address:
   ____________________________
   2390 LAS POSAS ROAD SUITE 450
   CAMARILLO, CA 93010

D. Telephone Number: 805-844-7851

E. Facsimile Number: 805-782-7009

F. E-Mail Address: dpmco@netzero.com

G. Contact Person (regarding Statement of Qualifications inquiries):
   ____________________________
   DAVID P. GONZALEZ
   (Name)  OWNER
   (Title)

H. Is Contractor/Bidder's firm a corporation established under the guidelines of the State of California? Yes ( ) No ( )

If yes, please complete Part One below. If no, please complete Part Two below.

Part One (yes)

1. Please list Corporate Officers and Titles:
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

2. Year of Incorporation: ____________________________

Statement of Qualifications
00440-1
Part Two (no)

1. Please explain if Contractor/Bidder's firm is a Sole Proprietorship, Partnership or a Corporation established in another State.
   
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

2. Please list Owner, Partners or Corporate Officers and Titles:

   David P. Gonzalez

   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

3. Year of Incorporation or Establishment of Business:

   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

G. Number of Full-time Employees: 8

2.02 CONTRACTORS LICENSE INFORMATION (California only)

A. Primary License Classification: A
   License Number: 982044
   Year Issued: 2012

B. Secondary License Classification(s):
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

   License Number: 
   Year Issued: 

3.01 CONTRACTOR/BIDDER'S BUSINESS HISTORY

A. Current Construction Contracts: Please list all current construction contracts (public or private) that your firm is currently performing

1. Name of Project: Seaside Park
   Project Address: 1026 Carpinteria Ave, Carpinteria, CA
   Name of Agency or Owner: City of Carpinteria
   Amount of Contract: $189,000.00  50% complete
   Anticipated Completion Date: June 15, 2014

2. Name of Project:
   Project Address:

Statement of Qualifications
00440-2
Name of Agency or Owner: ______________________________________

Amount of Contract: $_____________ _____% complete

Anticipated Completion Date: ____________________________________

3. Name of Project: ____________________________________________

Project Address: ______________________________________________

Name of Agency or Owner: _______________________________________

Amount of Contract: $_____________ _____% complete

Anticipated Completion Date: ____________________________________

4. Name of Project: ____________________________________________

Project Address: ______________________________________________

Name of Agency or Owner: _______________________________________

Amount of Contract: $_____________ _____% complete

Anticipated Completion Date: ____________________________________

5. Name of Project: ____________________________________________

Project Address: ______________________________________________

Name of Agency or Owner: _______________________________________

Amount of Contract: $_____________ _____% complete

Anticipated Completion Date: ____________________________________

B. Construction Bonding (Surety) Information: Please list the company names, agents and telephone numbers of the surety firms from whom your firm has obtained Performance/Payment Bonds for construction contracts within the past five years.

Can & Don Bonding

Phil Vega

626-859-1000

539 Bonilla Ave

C. Insurance Company Information: Please list the company names, agents and telephone numbers from whom your firm has obtained General Liability Insurance for construction contracts within the past five years.

Builders Advantage Insurance Toni Luker

Statement of Qualifications

00440-3
D. Legal Actions/Insurance Claims: If your firm is the apparent low bidder, the Rancho Simi Recreation and Park District may require a detailed explanation for the following questions prior to an award of contract:

1. Have any type of claims (liability or worker's compensation) been filed against your firm within the past five years? **NO**

2. How many industrial accidents have occurred on job sites under your firm's control within the past five years? **NONE**

3. Are there any legal actions pending against your firm in affiliation with previous construction contracts or activities? **NO**

4. Have any judgments been awarded against your firm arising out of prior construction activity? **NO**

5. Has your firm ever been released from or failed to complete a construction contract? **NO**

4.01 PUBLIC AGENCY REFERENCES

Please list three (3) public agencies for which your firm has completed similar contracts/work within the past five years:

A. Project Name: **City of Carpinteria**

   Project Address: **Santa Ynez Guardrail Project**

   Agency Name: **City of Carpinteria**

   Contact Person: **Matt Mehlman** Phone No.: **805-407-6141**

   Amount of Contract: **$2,000** Date Completed: **APRIL 2014**

   Type of Work: **Road Slurry, Paving, Concrete, Guardrail, Strip Sidewalk**

B. Project Name: **City of Agoura**

   Project Address: **Reyes Adobe End of Road**

   Agency Name: **City of Agoura**
Contact Person: Ramiro Adeva  Phone No.: 818-597-7338
Amount of Contract: 171,000  Date Completed: 10-2013
Type of Work: Grading, import, fencing/rails, concrete, drains, paving, earthwork
C. Project Name: City of Goleta
Project Address: Santa Margarita Interchange @ Central Oaks Blvd, Goleta, CA
Agency Name: City of Agoura & Patterson Siou
Contact Person: Teresa Lopes  Phone No.: 805-961-7563
Amount of Contract: $98,000 + $148,000  Date Completed: 3-31-2014
Type of Work: Asphalt, demolition, sidewalks, curb gutter

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Rancho Simi Recreation and Park District, in verification of the recitals comprising this "Statement of Qualifications".

Dated at Camarillo, California this 22nd day of April 2014.

FIRM: DPM Construction Company
BY: [Signature]
TITLE: Owner

END OF DOCUMENT
AFFIRMATIVE ACTION PROGRAM

Contractor/Subcontractor EEO Status Report

In compliance with Chapter IV (commencing with Section 30) to Division I of Part I of Title 5 of the California Administrative Code, the entity for which the Work of the Contract is to be performed is required to take affirmative action to assure Equal Opportunity Employment.

Pursuant to Executive Order 11246, as amended, you are advised that under the provisions of government contracting and in accordance with the Executive Orders, contractors and subcontractors are obligated to take affirmative action in providing equal employment opportunities regardless of race, creed, color, national origin, age, sex, or physical handicap where the latter does not affect one's job performance.

Your commitment to Equal Opportunity Employment is expected to be reflected in the racial and sexual composition of your firm's workforce and a vigorous Affirmative Action Plan shall be undertaken to overcome underutilization.

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR BID DOCUMENTS, SUBCONTRACTORS WILL FILE IDENTICAL REPORTS WITH CONTRACTOR FOR SUBMISSION WITH THE EXECUTED CONTRACT.

Firm Name DEM CONSTRUCTION COMPANY Telephone (805) 344-7651
Street Address 2370 LA PINEAS RD # 450
City CAMARILLO State CA Zip Code 93010
Number of Employees 8
This Firm is: ___ □ Independently Owned and Operated
___ □ An Affiliate
Parent Company: 

or

___ □ A Subsidiary
Address: 

or

___ □ A Division:

V ___ Small Business ___ Large Business

Held contracts or subcontracts subject to the Equal Opportunity Clause of Executive Order 11245. 

Contractor Has Contractor Has Not
___ ______ 

Filed the Equal Employment Opportunity Information Report EEO-1 for the period ending March 31 prior. 

___ ______ 

Filed Equal Employment Opportunity Information Report EEO-1 when required. 

___ ______ 

Developed a written Affirmative Action Program. 

___ ______

Contractor's Equal Employment Opportunity Program has ___ has not ___ been subject to a Government Equal Opportunity Compliance Review.

If so, when: ____________________

Affirmative Action Program 00491-1
Contractor acknowledges receipt of the notice to prospective subcontractor or requirement for certification of nonsegregated facilities and certifies (does not certify) compliance with that requirement.

Signature [Signature]

Title [OWNER]

Date [4.22.2014]

END OF DOCUMENT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
* as Principal, and THE OHIO CASUALTY INSURANCE COMPANY as Surety, are hereby held and firmly
bound unto the Rancho Simi Recreation and Park District, hereinafter called the District, in the penal
sum of TEN PERCENT OF AMOUNT BID Dollars ($ .10%), for the payment of which sum, in lawful
money of the United States, well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly
by these presents.

THE CONDITION of the above obligation is such that whereas the Principal has submitted to the
District, the accompanying bid dated APRIL 22ND 2014, attached hereto for the WORK of the Project
entitled: VISTA ELEMENTARY BEFORE & AFTER SCHOOL CLUB CONSTRUCTION PROJECT, in strict accordance with the
specifications and drawings on file at the office of the Rancho Simi Recreation and Park District.

NOW THEREFORE: If the above burden Principal shall not withdraw said bid within forty-five (45)
days after the opening of the same, and, if the Principal is given Notice of Intent to Award Contract,
and shall within the period specified therefore, or, if no period be specified, within five (5) days after
the prescribed forms are presented to him for signature, return executed copies of the Agreement to
the District in accordance with the Bid as accepted and, when required, give bond with good and
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of
such Contract and for the payment for labor and materials used for the performance of the Contract,
or

In the event of the withdrawal of said bid within the period specified or the failure specified, if the
Principal shall pay the District the difference between the amount specified in said bid and the
amount for which the District may procure the required work and/or supplies, if the latter amount be
in excess of the former, together with all costs incurred by the District in again calling for bids, then
the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

THE SURETY, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed
thereunder, or the Bid Documents accompanying the same, shall in anywise affect its obligation
under this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of said Contract or the call for bids, or to the Work, or to the Bid Documents.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their
several seals this 21ST day of APRIL, 2014, the name and corporate seal of each
corporate party being hereeto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

* DPM CONSTRUCTION COMPANY
(Corporate Seal) Principal
By: ____________________________
Title: __________________________

(Corporate Seal) Surety
By: ____________________________
Title: KEVIN E. VEGA, ATTORNEY-in-FACT

END OF DOCUMENT

Bid Bond
00411-1
This Power of Attorney authorizes the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporatons duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Phillip E. Vega; Britton Christiansen; Kevin E. Vega; Judon H. Smith; Myrna Smith,

all of the city of Covina, state of CA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December 2012.

STATE OF WASHINGTON
COUNTY OF KING

On this 1st day of December 2012 before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporatons by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the president and attested to the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon any certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21ST day of APRIL 2014.

By: David M. Carey, Assistant Secretary
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On 04/21/14 before me, Philip Vega, Notary public
personally appeared KEVIN E. VEGA

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/their authorized
capacity(ed), 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
ture and correct.

WITNESS my hand and official seal.

Signature

THOUGH THE INFORMATION BELOW IS NOT REQUIRED BY LAW, IT MAY PROVE VALUABLE TO PERSONS RELYING ON THE DOCUMENT
AND COULD PREVENT FRAUDULENT REMOVAL AND REATTACHMENT OF THIS FORM TO ANOTHER DOCUMENT.

Description of Attached Document

Title or Type of Document:

Document Date: ___________________________ Number of Pages: __________________

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing:

Signature

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91311-2402 • www.NationalNotary.org Item 93007 Reader: Call Toll-Free 1-800-578-5817
THIS PAGE IS BLANK
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 1, 2014
TO: District Manager
FROM: Golf Course Manager
SUBJECT: Approval of Amended Agreement between Rancho Simi Recreation and Park District and Chef It Up! LLC for the Operation of the Food and Beverage Concession at Simi Hills Golf Course

SUMMARY

During its April 3, 2014 meeting the Board approved a concession agreement with Chef it Up! allowing it to provide food and beverage services at Simi Hills Golf Course. Several changes to the agreement have since become necessary, as indicated in strikeout and bold italic format on the attachment. The changes consider restrictions against compensation based specifically on alcohol sales, add an area at the bottom of each page for initials, and more clearly provide responsibility to transfer the ABC license to subsequent any concessionaire.

BOARD ACTION RECOMMENDED:

Staff recommends the Board approve the attached Amended Agreement between Rancho Simi Recreation and Park District and Chef It Up! LLC for the Operation of the Food and Beverage Concession at Simi Hills Golf Course and authorize the District Manager to sign the Agreement and proceed with the implementation of it.

Brian Reed, Golf Course Manager
AMENDED AGREEMENT
BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND CHEF IT UP! LLC FOR THE OPERATION OF THE FOOD AND BEVERAGE SERVICE CONCESSION AT SIMI HILLS GOLF COURSE

THIS AGREEMENT, effective as of May 1, 2014 ("Effective Date") is entered into by and between Rancho Simi Recreation and Park District (hereinafter "District"), 1692 Sycamore Drive, Simi Valley, California 93065, and Chef It Up! LLC (hereinafter "Chef It Up!"), 1772-J Avenida de los Arboles, Suite #377, Thousand Oaks, California 91362.

WITNESSETH

WHEREAS, the District owns the Simi Hills Golf Course located at 5031 Alamo Street, Simi Valley ("Golf Course"); and

WHEREAS, located at the Golf Course is a food and beverage facility ("Premises") more fully identified and described in Section 1 of this Agreement; and

WHEREAS, the principal purpose of District in entering into the Agreement is to serve the public by providing a food and beverage concession at the premises to serve golfers at the Golf Course and the public generally ("Concession"); and

WHEREAS, the District advertised for proposals for the operation of the Golf Course Food and Beverage Concession at the Premises; and

WHEREAS, the District received and carefully analyzed four (4) proposals received on March 7, 2014, including the proposal submitted by Chef It Up!; and

WHEREAS, the District determined that Chef It Up! was the best responsible proposer and selected said proposer to operate the Concession in accordance with the terms and conditions of this Agreement; and

WHEREAS, Chef It Up! desires to secure and enter into an Agreement in accordance with the foregoing and undertakes to provide services of the type and character required therein by District to meet the needs of the public at the Golf Course Food and Beverage Concession;

NOW THEREFORE, in consideration of their mutual promises, obligations assumed, releases given, payments made and to be made, and the other considerations set forth herein, the parties hereto agree as follows:

SECTION 1. PREMISES

1.1 Premises is defined as the food and beverage facility located adjacent to the pro shop inside the clubhouse at the Golf Course. Premises includes a 1,058 s.f. dining area, 185 s.f. snack bar, a combined total of 341 s.f. support area/storage space, and a covered patio which can seat up to 144 persons, all of which are graphically depicted in Exhibit A.
SECTION 2. CONCESSION GRANTED

2.1 Chef It Up! is hereby granted the right and privilege to furnish, equip, operate and maintain the Concession at the Premises and, as described in Section 5, on the Golf Course.

2.2 Notwithstanding Chef It Up!'s right to furnish and equip the Concession, District reserves the right to further develop or improve the Premises as it sees fit, and without interference or hindrance; however, District may consider the desires and views of Chef It Up! in planning for further development and improvements.

2.3 Chef It Up! shall be the exclusive provider of food and beverages at the Golf Course.

2.3.1 Chef It Up! shall have exclusive rights to provide all food and beverages at the Golf Course. With the exception of District-sponsored events as described below, Golf Course patrons shall not be allowed to bring outside food and beverages onto the Golf Course.

2.3.2 Chef It Up! shall be expected to cooperate with District personnel on all matters relative to the conduct of District-sponsored events. Chef It Up! is granted the right of first refusal to provide food or beverages at District-sponsored events at or in proximity to the Premises defined under this Agreement, should Chef It Up!'s menu be appropriate for the event as determined by District.

2.3.3 District reserves the right to allow food and beverages to be brought into the Golf Course for designated District-sponsored events. This food and beverage shall be served independent of Chef It Up!.

SECTION 3. TERM

3.1 The Term of this Agreement is from May 1, 2014 through April 30, 2017, terminating at midnight, unless terminated earlier as may be provided herein.

3.2 Three (3) months prior to the conclusion of the three (3) year term of this Agreement, District, at its option, shall have the right to extend this Agreement for up to two (2) additional years on the same terms and conditions as are set forth in this Agreement.

SECTION 4. CONCESSION RENTAL FEE AND REPORTING

4.1 Payments

4.1.1 As consideration for District's granting the Concession rights set forth herein, Chef It Up! agrees to pay District a monthly fee equal to the greater of:

a. the minimum monthly rent of $2,200.00, or

b. the sum of:
• ten percent (10%) of Gross Receipts from all food and non-alcoholic beverages, and all other Concession sales, including sales resulting from any and all golf-course related events; plus

• ten percent (10%) of Gross Receipts from alcoholic beverages sales, including sale of alcoholic beverages resulting from any and all Golf Course related events; plus

• twelve percent (12%) of the Gross Receipts generated by the provision of additional services unrelated to the day-to-day operations of the Concession and the Golf Course. Examples of additional services include Golf Course facility rentals for catering of meetings, after-hours events, parties, luncheons, and banquets for individuals, groups, companies or organizations that are not connected to golf events originated through the Golf Course. It is agreed that the Gross Receipts includes revenue generated by the sale of all food and beverages and alcoholic beverages, and excludes rental fees for furniture, canopies, place settings, linens, etc., supplied for an event through Chef It Up!

4.1.2 The rental payment to be paid by Chef It Up! to District shall be payable in monthly installments during each year of the term of the Agreement. Chef It Up! shall pay District the fee set forth in Section 4 on or before 5:00 p.m. on the 15th day of the month following the prior month’s end. For example, rent for the month of May 2014 will be due on or before 5:00 p.m. on June 15, 2014.

4.1.3 Monthly rent shall commence effective May 1, 2014, and the first payment will be due no later than 5:00 pm on June 15, 2014.

4.1.4 As used herein, the term Gross Receipts is defined to mean the total amount charged or received for the sale of any goods, wares, or merchandise, or for the performance of any act or service (whether such act or service is done as part of or in connection with the sale of goods, wares, merchandise or not), for which a charge is made or credit is allowed, including all receipts, cash, credits, and property of any kind or nature. Gross Receipts does not include service tip charges or any sales or use tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by Chef It Up!

4.1.5 If the termination of this Agreement falls on any date other than the first or last day of any calendar month, the applicable rental payment for said month, if it is based on the minimum guaranteed monthly rental, shall be paid by Chef It Up! to District pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

4.1.6 The District is planning to make renovations to the Golf Course and Clubhouse during the term of this Concession Agreement. Those renovations are tentatively scheduled to begin in December 2015, and are anticipated to be completed in March 2016. The driving range and clubhouse will remain open during this construction, which will require the Concession to remain open also. Since
Concession revenues will be substantially reduced during this period, the District will waive all rent due during this closure. Exact dates of this construction period are yet to be determined and will be provided when available.

4.2 Late Payment

4.2.1 Failure of Chef It Up! to pay any of the rental payments or any other fees, charges or payments required herein on time is a breach of this Agreement for which District may terminate same or take such other legal action as it deems necessary. District expects all compensation to be paid on time and Chef It Up! agrees to pay on time. Payments received by District at the District’s office after the due date shall be considered late.

4.2.2 Without waiving any rights available at law, in equity or under the Agreement in the event of late or delinquent payment by Chef It Up!, the latter recognizes that District shall incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, Chef It Up! agrees to pay District a late fee set forth below to compensate District for all expenses and/or damages and loss resulting from said late or delinquent payments.

4.2.3 An initial late fee of three hundred thirty-three dollars ($333.00) will be charged for any amount of rent which remains unpaid as of 5:00 p.m. on the 15th day of the month following the prior month’s end. An additional late fee of twenty-three dollars ($23.00) per day will be charged for each additional day during which any amount of rent remains unpaid. For example, if Chef It Up! pays the rent due for the month of May 2010 by 5:00 p.m. on June 20, 2010, a total of $402.00 in late fees is due ($333.00 is due on June 16, and an additional $23.00 per day is due for June 17, 18, and 19).

4.3 Additional Fees and Charges

4.3.1 If District pays any sum or incurs any obligations or expense which Chef It Up! has agreed to pay or reimburse District for, or if District is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect or refusal of Chef It Up! to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as a result of an act or omission of Chef It Up! contrary to said conditions, covenants and agreements, Chef It Up! agrees to pay to District the sum so paid or the expense so incurred, including all interest, costs, damages and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by District in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 4 hereof.

4.3.2 For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by District for any work done or material furnished shall be prima facie evidence against Chef It Up! that the amount of such payment was necessary and reasonable. Should District elect to use its own operating and/or maintenance
personnel in making any repairs, replacements and/or alterations and to charge Chef It Up! with the cost of same, receipts and timesheets shall be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by Chef It Up!.

4.4 Reports

4.4.1 Chef It Up! shall transmit with its rental payment a Monthly Gross Receipts and Rent Report for the month for which rent is submitted. The completed form shall include a statement of Gross Receipts by source of sales, and such other information as District may properly require. Chef It Up! agrees to provide the following:

a. A separate monthly accounting of food, and alcoholic and non-alcoholic beverage sales, and all other Concession sales at the 10% compensation rate; and

b. A separate monthly accounting of alcoholic beverage sales at the 10% compensation rate; and

c. A separate monthly accounting of the Gross Receipts generated by non-golf related events at the 12% compensation rate.

4.4.2 Chef It Up! shall maintain a system of books and records in accordance with generally accepted accounting principles reflecting all revenues received and expenses incurred. Said records and the operations of Chef It Up! shall be available for audit by District or its designated representative at reasonable times and upon reasonable notice.

4.4.3 Chef It Up! shall mail or deliver all payments and reports to:

Simi Hills Golf Course
Attn: Brian Reed
5031 Alamo Street
Simi Valley, CA 93063

SECTION 5. CHEF IT UP!’S OPERATIONAL RESPONSIBILITIES

5.1 Chef It Up! shall be responsible for obtaining, at Chef It Up!’s sole expense, all permits, products and services necessary to provide a quality food and beverage service (including the sale of alcohol), including, but not limited to, food and beverages, maintenance of the Premises, employment, training and supervision of Concession personnel with appropriate qualifications and experience to perform all tasks related to the operation, maintenance, and repair of the Premises, and all licenses and permits necessary for the operation of the Concession granted.

5.2 Concession Operations

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_____ M.F. _____ L.P.
5.2.1 The Concession must be open for business every day of the year, including Christmas, no later than thirty (30) minutes before the first tee-off time, and it shall close no sooner than thirty (30) minutes after dark.

5.2.2 Chef It Up! must utilize the Mobile Food and Beverage Cart ("Beverage Cart") for sales on all weekends, holidays (as listed below), and during major tournaments as identified by Golf Course staff. Holidays shall include New Year's Day, Martin Luther King's Birthday, Washington's Birthday/President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, and Christmas Day.

5.2.3 The Concession must be available to the Golf Course and its clientele at all times when the Golf Course is being used by its patrons. At no time will Chef It Up!'s private rentals interfere with use of the Premises by the Golf Course for tournaments or other events.

5.2.4 Chef It Up! shall market, advertise and promote the use of the Premises for the food and beverage Concession at its own expense.

5.2.5 Chef It Up! shall arrange for all rental agreements, including all billings and payments, for catering and rental services.

5.2.6 Chef It Up! shall assume responsibility for complete staffing of the food and beverage Concession, including hiring, supervision and general employment practices.

5.2.7 Chef It Up! shall respond promptly to all complaints from patrons and report to the District regarding each complaint and resolution thereof.

5.2.8 Any event utilizing any outdoor area of the Premises, including the patio, scheduled to extend beyond normal hours of operation as specified in Section 5.2.1 are subject to prior written approval by District.

5.2.9 Chef It Up! shall provide banquet menus for use by golf course sales staff to use when booking tournaments. Chef It Up! shall cooperate with golf course tournament sales staff in the development of a mutually acceptable Banquet Event Order (BEO) form and tracking system to be used for tracking tournament food and beverage sales. Chef It Up! and golf course tournament sales staff shall cooperate to develop a mutually acceptable process for communicating with tournament customers, as well as planning, preparing for and executing banquets.

5.3 Merchandise and Price Schedules

5.3.1 Chef It Up! shall offer the public a full range selection of breakfast, luncheon and fast-food items and beverages, including beer and wine. A hamburger, soda and fries combo is required. Sale of alcoholic beverages must comply with the rules and regulations of the California Alcoholic Beverage Control Board.
5.3.2 Chef It Up! shall offer for sale only foods and beverages of such quality as judged acceptable by District. All of the food items served at the food and beverage Concession shall be fresh and appealing in appearance. Substitutes for advertised products, fillers, dilutions, or reductions in size of standard manufactured or processed products shall not be permitted.

5.3.3 District shall have the right to inspect and approve, in the presence of Chef It Up!, all products to be sold by Chef It Up!. Any products found not to be in compliance with the requirements of this Agreement shall be subject to rejection by District. In the event District should reject any product, it shall be immediately removed from the premises and shall not be returned for sale.

5.3.4 Within sixty days of the Effective Date of this Agreement, Chef It Up! shall provide District with a Concession menu, including proposed prices. The menu and pricing are subject to approval by District.

5.3.5 The District may allow the sale of distilled spirits at the golf course during special events such as wedding receptions and banquets. Prior written approval by the District is required, and will be granted on a case-by-case basis. If allowed, Chef It Up! will be responsible for obtaining any and all required licenses and permits.

5.4 Golf Organizations

5.4.1 Chef It Up! acknowledges that at the Golf Course, District recognizes the respective Men’s and Women’s Golf Clubs of record. These clubs have, over a long period of time, been helpful in the operation, programming and improvement of the Golf Course facility. Without granting special privileges to any person or group, Chef It Up! agrees to encourage and cooperate with these organizations, and to consult with their authorized representatives on matters of mutual interest. Similarly, Chef It Up! agrees to cooperate and consult with other responsible community organizations that use the Golf Course facility.

5.5 Equipment, Furnishings, and Expendables

5.5.1 The equipment, furnishings, and fixtures owned by District that shall remain in the Premises for use by Chef It Up! in operating the Concession, are listed in Exhibit B. These items of equipment, furnishings, and fixtures shall remain the property of District and shall remain on the Premises, and may be used by Chef It Up!. Care, reasonable repair and replacement of the inventory of equipment, furnishings and fixtures shall be the responsibility of Chef It Up!.

5.5.2 Chef It Up! shall be responsible for any damage or loss arising from Chef It Up!’s abuse or negligent use of any District-owned property or equipment, whether on or outside the Premises.

5.5.3 No equipment, furnishings, or fixtures provided by District shall be removed or replaced by Chef It Up! without the prior written consent of District. If consent is secured, such removal and/or replacement shall be at the expense of Chef It Up!.
District may, at its sole discretion, fund the purchase of new or replacement equipment, furnishings, or fixtures.

5.5.4 Any and all additional equipment, furnishings and expendables required for said Concession shall be purchased and installed by Chef It Up! at its sole expense and shall remain its personal property. If upon termination of this Agreement, District does not renew said Agreement, Chef It Up! shall have the right to remove its own equipment, furnishings and expendables, but not fixtures or improvements, from the Premises, and shall be allowed a period of thirty (30) days to make such removal. Any such removal shall be done in a way that minimizes the disruption to Concession business operations. If not removed within that period, said equipment furnishings and expendables shall become the property of District.

5.5.5 If District determines that equipment, furnishings and expendables of Chef It Up! left on the Premises by Chef It Up! should be removed, District may remove and dispose of them, and the cost of doing so shall be paid by Chef It Up! within thirty (30) days following submittal of a request for reimbursement by District.

5.6 Maintenance, Refurbishing and Repair of Equipment/Premises

5.6.1 Chef It Up! shall, at all times and at its own expense, keep and maintain the Premises, including all equipment, exposed plumbing and plumbing fixtures, whether owned and/or installed by Chef It Up! or District, in good repair and in a first class, neat, clean and wholesome condition at all times. Chef It Up!'s responsibility for plumbing ends once the plumbing enters the wall.

5.6.2 Chef It Up! shall clean all food preparation equipment daily. Walls, ceilings and floors shall be kept free of grease and dirt and shall be cleaned regularly. Countertops and tables shall be kept clean and dry at all times.

5.6.3 Chef It Up! shall remove and stack out of sight of public view all dirty utensils, pots, pans, table linens, dishes, flatware, glasses and other items. All such items shall be spotless and dry when offered to patrons.

5.6.4 Chef It Up! shall vacuum the dining room at least once a day, wash the dining room windows on an as-needed basis, perform maintenance and daily cleaning of the patio area, and bus the tables in the dining room and patio areas.

5.6.5 Grease shall not be poured down drains, but shall be disposed of in containers. Chef It Up! shall, at its own expense, arrange for grease pickup and removal from the premises.

5.6.6 Chef It Up! shall be responsible for telephone charges in excess of the basic monthly access fees (i.e., long distance calls) for the telephone line assigned to the Concession. Chef It Up! shall also be responsible for any telephone advertising costs for the line assigned to the Concession.
5.6.7 Chef It Up! shall be responsible for the maintenance, cleaning and operation of the Cart as identified in Exhibit B. Chef It Up! shall provide a trash receptacle on the Cart for use by customers. Chef It Up! shall not sell any items in glass containers from the Cart. Chef It Up! shall be responsible for maintenance and cleanliness of the Cart storage area.

5.7 Improvements. No capital improvements are required as part of this Concession Agreement. However, the District will consider all reasonable capital improvements and/or clubhouse furnishings proposed which are conducive to the enhancement and increased revenue of the food and beverage facility. Acceptance of this Concession Agreement does not constitute approval of proposed improvements and/or installation of clubhouse furnishings. All laws must be complied with before the Concessionaire will be permitted to make any capital improvements to the concession.

5.8 To the extent permitted by law, Chef It Up! agrees that upon the expiration of the terms of this Agreement, or upon the termination of this Agreement, that it will transfer all alcoholic beverage licenses issued to or used by Chef It Up! for the operations of the Golf Course Food and Beverage Concession at the Premises to the entity that replaces Chef It Up! and which enters into a contract with the District for such operations at a cost to the transferee not to exceed the amount paid by Chef It Up! for the alcoholic beverage license(s). Chef It Up! shall notify the District of the amount paid for the alcoholic beverage license(s) no later than August 1, 2014.

SECTION 6. DISTRICT RESPONSIBILITIES

6.1 District shall allow Chef It Up! access to the Premises for purpose of Chef It Up! complying with this Agreement. District shall also allow Chef It Up! access to the Golf Course for purpose of complying with the requirement that Chef It Up! operate the Beverage Cart on the Golf Course. District shall allow Chef It Up!’s contractors and vendors access across those portions of the Golf Course that are necessary for Chef It Up!’s contractors and vendors to access in order to reach the Premises and supply Chef It Up! with the goods and services necessary for Chef It Up! to complete its Operational Responsibilities.

6.2 District shall pay for all electric, gas, water, internet, and cable television services associated with the operation of the Concession on the Premises. District shall provide one telephone line to the food and beverage facility that shall have a separate telephone number and may be listed under the name of the Concession, and one analog telephone line that may be used for credit card processing and/or a separate fax machine.

6.3 District shall maintain the structure’s foundations, bearing and exterior walls (including glass, doors, and window frames), subflooring and roof (including gutters and downspouts) on the Premises.

6.4 District shall maintain all major building systems, including HVAC system, electrical system, plumbing and sewer systems on the Premises.
6.5 District shall maintain all surrounding grounds, including planters, irrigation systems, walkways and parking lot on the Golf Course.

6.6 District shall maintain all interior and exterior electrical fixtures, and replace all interior and exterior lights as needed on the Premises.

6.7 District shall steam clean the dining room carpet on a regular or as-needed basis.

6.8 District shall maintain the pro shop, main entrance area, and public restrooms in a first class, neat, clean and wholesome condition at all times.

SECTION 7. INDEPENDENT CONTRACTOR STATUS

7.1 It is expressly understood and agreed between Chef It Up! and District that Chef It Up! is an independent contractor and not an agent, servant, employee, or representative of District in the performance of Concession services. No term or provision of this Agreement, or act of Chef It Up! or District under this Agreement, shall be construed as changing this status. Since Chef It Up! is an independent contractor, District shall not be providing Chef It Up! with any of District’s employee benefits or with any other statutory benefits, such as Workers’ Compensation coverage. District shall not pay withholding taxes, social security taxes, employment insurance contributions and/or payroll taxes for Chef It Up! and Chef It Up!’s employees. Chef It Up! must make any and all financial reports in connection with taxes or otherwise as required by state, federal, or local law applicable to a self-employed person/entity.

7.2 Chef It Up! is solely responsible for providing to its employees all legally required employee benefits. District is not responsible for payment of any salaries, wages or compensation to any of Chef It Up!’s personnel.

SECTION 8. INDEMNITY

8.1 To the fullest extent permitted by law, Chef It Up!, at its sole cost and expense, shall defend, indemnify, and hold harmless District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as “Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of attorneys or other professionals, and all costs associated therewith (hereinafter collectively referred to as “Liabilities”), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Chef It Up! or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement, or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees. This indemnity provision survives the termination of this Agreement or final payment by District hereunder and is in addition to any other rights or remedies which District may have under the law or under this
Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover from Chef It Up! under this indemnity provision.

SECTION 9. INSURANCE

9.1 Chef It Up! shall, for the term of this Agreement and any extensions of this Agreement, maintain, at its own expense, valid and collectible insurance as required below, and provide certificates to District reflecting compliance with these insurance requirements. This insurance shall not affect Chef It Up!'s liability under the indemnification provisions detailed in Section 8.

9.2 General Liability Insurance

9.2.1 Commercial general liability insurance providing broad form comprehensive general liability insurance including bodily injury liability and property damage liability as to all coverage.

9.2.2 The limit of liability must be at least $1,000,000 per person with not less than a $2,000,000 aggregate limit.

9.2.3 The following endorsements/coverage shall be included in the policy:

a. Contractual liability insurance coverage expressly designating this Agreement;

b. Products and completed operations liability coverage;

c. Owner's and contractor's protective liability coverage;

d. Broad Form Comprehensive General Liability endorsement including, but not limited to, personal and advertising injury liability coverage, premises medical payments coverage, fire legal liability coverage, broad form property damage liability coverage, and extended bodily injury coverage;

e. Endorsement naming the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Additional Insured") as additional insured under the policy;

f. The policy and all coverage thereunder shall be written on an occurrence basis, rather than a claims-made basis;

g. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the Additional Insured;

h. Chef It Up! and the insurance company waive all rights of subrogation and contribution against the Additional Insured; and

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M.F. L.P.
9.3. Automotive Insurance

9.3.1 Commercial business automotive liability insurance. Chef It Up! shall require any subcontractor to provide it with evidence of the same commercial business automotive liability insurance coverage.

9.3.2 The amount of insurance shall be at least $1,000,000 per person or occurrence.

9.3.3 The following endorsements/coverage shall be included in the policy:

a. Endorsement naming the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Additional Insured") as additional insured under the policy;

b. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the Additional Insured;

c. Chef It Up! and the insurance company waive all rights of subrogation and contribution against the Additional Insured; and

d. The policy covers use of any automobile; and

e. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to District.

9.4 Workers' Compensation Insurance

9.4.1 Workers' Compensation and employer's liability insurance for all of its employees. In lieu of evidence of Workers' Compensation Insurance, District shall accept a self-insuring certificate from the State of California. Chef It Up! shall require any subcontractor to provide it with evidence of Workers' Compensation and employer's liability insurance, all in strict compliance with California state laws.

9.4.2 The following endorsements/coverage shall be included in the policy:

a. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by District;

b. Chef It Up! and the insurance company waive all rights of subrogation and contribution against the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers;
c. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to District.

SECTION 10. FAITHFUL PERFORMANCE BOND

10.1 Chef It Up! shall provide a Faithful Performance Bond or the equivalent in cash for the duration of this Agreement in the amount of Twelve Thousand Dollars ($12,000.00). Said bond is required prior to execution of this Agreement and shall be in the form of a financial instrument preapproved by District.

10.2 Within sixty (60) days of completion or termination of this contract, District shall return the amount of the Faithful Performance Bond to Chef It Up!, less any damages or delinquent payments which District may offset against this Bond.

SECTION 11. COMPLIANCE WITH LAWS

11.1 Chef It Up! must comply with all federal, state, county and city laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Concession services. If Chef It Up! observes that any provision of the Agreement is at variance with any applicable law, ordinance, rule, or regulation, Chef It Up! must promptly notify District in writing. If Chef It Up! performs any work knowing such work to be contrary to any laws, ordinances, regulations, or rules, Chef It Up! hereby assumes full responsibility therefor and bears any costs and liability attributable thereto.

SECTION 12. TAXES

12.1 Chef It Up! shall pay all taxes of whatever character which may be levied or charged upon Chef It Up! to use the Premises for the Concession, or upon Chef It Up!'s improvements, fixtures, equipment or other property, or upon Chef It Up!'s operations, including but not limited to the City of Simi Valley Business Tax and the County of Ventura Possessory Interest Tax.

SECTION 13. PERMITS AND LICENSES

13.1 Chef It Up! must procure and maintain, at its sole cost, all necessary permits and licenses during the term of the Agreement, including but not limited to each of the following: City of Simi Valley business license, County of Ventura Environmental Health Department permit for food and beverage operations, County of Ventura Environmental Health Department food handler permit, California State Alcoholic Beverage Control Board liquor license, and California State Board of Equalization sales permit.

SECTION 14. ASSIGNMENT AND SUBCONTRACTING

14.1 The particular qualities and characteristics of Chef It Up! form the basis for District selecting Chef It Up! to provide the Concession. Chef It Up! shall not assign, delegate or subcontract any of the Concession services to be provided by Chef It Up! without prior express written approval of District. In the event of an assignment of this Agreement, or any of the rights or obligations of Chef It Up! under it, Chef It Up! remains fully responsible for the satisfactory performance of the services even though some or all of
those services are performed by an assignee or subcontractor. The assignee or subcontractor shall be fully bound by the provisions of the Agreement, including all indemnity provisions.

SECTION 15. EMPLOYEE QUALIFICATIONS

15.1 Chef It Up! must assign only qualified, trained, courteous, competent, and reliable personnel to perform the Concession services. District has the right to require Chef It Up! to remove from District premises any employee of Chef It Up!.

15.2 Chef It Up! has a continuing obligation to provide to District an up-to-date list of all employees assigned to perform the Concession services.

15.3 Chef It Up!'s employees shall at all times reflect personal cleanliness. Unkempt and unclean employees shall not be tolerated.

15.4 Chef It Up!'s employees shall at all times be neatly and cleanly uniformed at no expense to District. Chef It Up!'s employees must meet all sanitary standards prescribed for restaurant employees.

15.5 Chef It Up!'s employees must possess the ability to communicate with the public and staff. District's determination of effective communication is final.

SECTION 16. DISTRICT ACCESS TO PREMISES

16.1 District shall be permitted access to any and all areas of the Premises to perform repairs and maintenance and to perform regular building inspections on the Premises at all reasonable times.

SECTION 17. NONDISCRIMINATION

17.1 Chef It Up!, with regard to the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of all employees, and in the provision of Concession services and sale of products.

SECTION 18. DAMAGE OR DESTRUCTION TO PREMISES

18.1 If all or a portion of the Premises are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy or other casualty, the same may be repaired by District at its sole option and its own cost and expense. Should the damage render the Premises or a portion thereof uninhabitable or unusable for Concession operations, then a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the Premises are fully restored and certified by District as again ready for use.

18.1.2 If, after a reasonable time as solely determined by District, such damage or destruction of the Premises has not been repaired or reconstructed, Chef It Up! or District may terminate this Agreement in its entirety as of the date of such damage or destruction.
18.1.3 Notwithstanding the foregoing, if the Premises, or a substantial portion thereof, are damaged or destroyed as a result of the negligent acts or omissions of Chef It Up!, its agents, officers, or employees, District may, in its discretion, require Chef It Up! to repair and reconstruct the Premises, or the District may perform such repairs and reconstruction. If the District does so, Chef It Up! shall be responsible for reimbursing District for the costs and expenses incurred in making such repairs. Chef It Up! shall continue paying District rent as determined above during the rebuilding of the facility.

SECTION 19. TERMINATION

19.1 Either party may terminate this Agreement, with or without cause, by 60 days written notice to the other party.

SECTION 20. CONSEQUENTIAL DAMAGES

20.1 District shall not be liable hereunder for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence), or strict liability including, but not limited to, loss of use of or under-utilization of labor or facilities, loss of revenue or anticipated profits, or claims from customers resulting from a party's performance or nonperformance of its obligations under this Agreement, or in the event of suspension or termination of this Agreement.

SECTION 21. RETURN TO SAME CONDITION

21.1 At the conclusion of the term of this Agreement or any extension of it, Chef It Up! shall return the Premises to District in the same condition and state of repair as existed at the commencement of this Agreement, reasonable wear and tear excepted. Any expenses incurred by District in returning the Premises to that condition shall be paid by Chef It Up! to District within thirty (30) days following District's request for payment.

SECTION 22. INCORPORATION OF PROPOSAL

22.1 Chef It Up! shall substantially comply with the representations made in “Chef It Up! LLC – Proposal to: Rancho Simi Recreation and Park District for the Simi Hills Golf Course Food and Beverage Concession Operation March 2014” (“Proposal”) submitted to District on March 5, 2014, which Proposal is attached hereto as Exhibit C, and by this reference incorporated herein.

22.2 In the event of a conflict between the Proposal and this Agreement, the Agreement shall control.

SECTION 23. COMPLETE AGREEMENT

23.1 This written Agreement, including all exhibits specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein below written.

Date: ______________________  RANCHO SIMI RECREATION AND PARK DISTRICT

By: ______________________  Larry Peterson, District General Manager

Date: ______________________  Chef It Up! LLC

By: ______________________  Michael Floyde, Owner

APPROVED AS TO FORM:

__________________________  Brian Pierik, Legal Council
THIS PAGE IS BLANK
DATE: May 1, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval and Adoption of Part-time Employee Pay Schedule by Rancho Simi Recreation and Park District Board of Directors

SUMMARY

As you know, minimum wage is increasing from $8/hour to $9/hour on July 1, 2014. The District has over 400 part-time staff members serving in different classifications and at different rates. In staff’s opinion, a revision to the minimum wage rate necessitates revisions to the rates in nearly all classifications. The difficulty is the associated cost. Current pay rates that are less than $9/hour will be increased no later than July 1, 2014. However, in order to mitigate the costs all other changes in employee pay rates will be methodically implemented, over time. Two schedules are attached. The first shows current part-time rates, the second shows proposed part-time rates. The proposed schedule is designed to allow a fairly easy and less expensive implementation of the next minimum wage change set to occur in January 2016, from $9/hour to $10/hour.

BOARD ACTION REQUESTED

Staff recommends the Board approve and adopt the attached part-time employee pay schedule and allow the District Manager the discretion to implement it when necessary or deemed appropriate in his judgment.

Larry Peterson
District Manager
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Footnote: District has two Part-time Pay Schedules (PCN's), one for the part-time positions within the Recreation Department and the other for the part-time positions within the Administration and Planning and Maintenance Departments; all part-time positions are reflected above.
## PROPOSED PART-TIME PAY RATES FY 2014-15

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