RANCHO SIMI RECREATION AND PARK DISTRICT

MINUTES
SPECIAL MEETING
BOARD OF DIRECTORS

REC ROOM, SYCAMORE DRIVE COMMUNITY CENTER
1692 SYCAMORE DRIVE, SIMI VALLEY, CALIFORNIA

THURSDAY, SEPTEMBER 3, 2015, 5:30 P.M.

I. CALL TO ORDER

The meeting was called to order by Board Chair Elaine Freeman at 5:30 p.m. In attendance was Vice-Chair Gene Hostetler and Directors Dee Dee Cavanaugh, Mark Johnson and Kate O’Brien, staff members Martin Kosla, Wayne Nakaoka and Larry Peterson, CBRE Senior Sales Director Kadie Presley Wilson, CBRE Broker Laurie Lustig-Bower (telephonically), and guests Gary Seaton and Michael Nigh.

II. PUBLIC DISCUSSION

Mr. Nigh representing the Area Housing Authority of Ventura County introduced himself and explained his agency’s successes in providing affordable housing and interest in acquiring the District’s Sycamore Drive Community Center property, and provided a brief overview of the collaboration between USA Properties and the Area Housing Authority and their respective contributions and successes in providing senior and affordable housing.

The Chair called a Closed Session at 5:40 p.m.

The Chair called a meeting recess at 6:27 p.m.

The Chair reconvened the meeting and returned to Closed Session at 7:16 p.m.

III. CLOSED SESSION

Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County at 1692 Sycamore Drive, Simi Valley, Ca

Assessor Parcel Numbers:  
642-0-231-285  
642-0-231-295  
642-0-280-075  
642-0-280-085  
642-0-280-095
Special Meeting
September 3, 2015, at 5:30 p.m.

Agency Negotiators: District Manager, Director of Planning and Maintenance and Legal Counsel

Negotiating Parties: Qualified Buyers

Under Negotiation: Price and Terms of Payment

The Chair announced the conclusion of Closed Session and return to open session at 7:56 p.m., and announced that no reportable action was taken on item III.

IV. ADJOURNMENT

Director Cavanaugh moved to adjourn the meeting 7:56 p.m.; Director Johnson seconded the motion. The motion carried with a unanimous vote.

______________________________
Larry Peterson, District Manager
MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1692 SYCAMORE DRIVE, SIMI VALLEY, CA
SEPTEMBER 3, 2015

AGENDA ITEM

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

PLEDGE OF ALLEGIANCE: Led by Doug Gale

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

Staff: Doug Gale, Martin Kosla, Jeannie Liss, Barbara Meinel, Wayne Nakaoka, Theresa Pennington, Larry Peterson, Brian Reed, Cyndi Richards, Jim Rosales, Robin Walker

Guests: David Matthews, Alberta Rosales, Aurya Rosales, Roxanna Rosales

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

None

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of Regular Meeting of August 20, 2015

ACTION: Director Johnson moved to Approve the Minutes of the Regular Meeting of August 20, 2015; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Full-Time Employee of the Month for August 2015 to Santiago Rosales 35-15-q
Business Supervisor Theresa Pennington announced that Ranger Santiago (Jim) Rosales had been selected as Full-Time Employee of the Month for August 2015. The person who nominated Ranger Rosales stated that he is a true professional who demonstrated great restraint when confronted by a hostile group of individuals at a park. Ranger Rosales handled the situation with great diplomacy and restraint, talking an aggressor down and neutralizing a threat. What could have turned into a very bad situation ended with the aggressor shaking Ranger Rosales’s hand. Everyone who witnessed this event was thoroughly thankful for Ranger Rosales’s presence and handling of the incident.

Chair Freeman presented Ranger Rosales with his award and stated that it was very well deserved.

Ranger Rosales thanked the Board for the award and introduced his family members in attendance.

Director of Recreation Gale thanked Ranger Rosales for all his hard work on behalf of the Recreation Department. He has been of great assistance to the Recreation Department.

Director of Planning and Maintenance Nakaoka thanked Ranger Rosales and commented that he always responds to Maintenance calls.

District Manager Peterson stated that Ranger Rosales has become the District’s resident expert on dealing with the homeless and has made presentations regarding homeless issues to other organizations. He works closely with other organizations to build bridges and works with these organizations to make our parks and open spaces a safer place for all visitors.

(B) Presentation of Conceptual Master Plan Layout for Guardian Building Oral

Director of Planning and Maintenance Nakaoka gave a power point presentation to the Board on a conceptual Master Plan layout for the new Guardian building. The presentation included plans for the warehouse area, which will be used for Recreation, Maintenance, a Custodial area, and the Rangers.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 8/21/15 (payroll); 8/31/15 (payables)

ACTION: Director Johnson moved to Approve Consent Agenda Item A; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

VII. CONTINUED BUSINESS:

None
VIII. NEW BUSINESS:

(A) Rejection of Bids and Authorization to Resolicit Bids for the Runkle Canyon Park Construction Project 197-15-b

ACTION: Director O’Brien moved to Reject All Bids and Resolicit Bids for the Runkle Canyon Park Construction Project; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.

(B) Authorization to Solicit Bids for Tree Pruning Services at Various District Parks 7-15-h

ACTION: Director Johnson moved to Approve Authorization to Solicit Bids for Tree Pruning Services at Various District Parks; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.

IX. WRITTEN COMMUNICATIONS:

None

X. REPORTS BY BOARD MEMBERS:

Director Johnson stated that he had no meetings to report.

Director O’Brien attended the Community Foundation Dinner, which was a very nice event, and she congratulated Director Cavanaugh on the award she received.

Director O’Brien also attended the Heroin Task Force meeting along with Chair Freeman.

Director O’Brien stated that she also had the opportunity to go to the shooting range with the Rangers.

Director O’Brien announced that the Rotary presented the Park District with a Certificate of Appreciation for its support of the July 4th fireworks event.

Director Cavanaugh stated that she had no meetings to report.

Chair Freeman reported that she attended the California Special District’s Legislative Committee meeting on August 21, and the Board meeting in Sacramento on August 28. She stated that there are many pending legislative issues, and there is a big push for ways to get more money for roads and Medi-Cal.

Chair Freeman also attended the Heroin Task Force meeting with Director O’Brien.
XI. REPORT BY DISTRICT MANAGER:

District Manager did not make a report.

XII. CLOSED SESSION

None

XIII. ADJOURNMENT:

Director Cavanaugh moved to adjourn the meeting; Director O’Brien seconded the motion. The motion carried with a unanimous vote and the Chair adjourned the meeting at 7:15 p.m.

District Clerk
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I. CALL TO ORDER

The meeting was called to order by Board Chair Elaine Freeman at 7:54 p.m. In attendance was Vice-Chair Gene Hostetler and Directors Dee Dee Cavanaugh, Mark Johnson and Kate O’Brien, and staff members Martin Kosla, Wayne Nakaoka and Larry Peterson.

II. PUBLIC DISCUSSION

None.

The Chair called a Closed Session at 7:55 p.m.

III. CLOSED SESSION

Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County at 1750 Tapo Street, Simi Valley, Ca

Assessor Parcel Numbers: 644-0-140-595

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

Report and Instructions to Staff Regarding Price and Terms of Payment

The Chair announced the conclusion of Closed Session and return to open session at 8:20 p.m., and announced that direction to staff had been given on item III.
IV. ADJOURNMENT

Director Johnson moved to adjourn the meeting at 8:20 p.m.; Director O’Brien seconded the motion. The motion carried with a unanimous vote.

Larry Peterson, District Manager
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RANCHO SIMI RECREATION AND PARK DISTRICT

Interoffice Memorandum

Date: October 1, 2015
To: District Manager
From: Business and Accounting Supervisor
Re: Presentation of the Part-Time Employee of the Month for August 2015 to Ali Bim

PART-TIME EMPLOYEE OF THE MONTH FOR AUGUST 2015

The Part-Time Employee of the Month for August 2015 is Ali Bim. Ali has worked for the District for over 7 years, he is a part-time Recreation Coordinator in the Recreation Department.

NOMINATION NARRATION

Ali had two nominations submitted, the first person had this to say: Ali has been a wonderful RSRPD employee with several years of experience at the Rancho Simi Recreation and Park District. Ali does many things for our district, probably more than I or anyone else realizes. Summer months are his most busy with Music in the Park and Movie Night set ups. He works countless hours to make sure everything is running smoothly at these huge events, and this is only during the summer, not the rest of the year. He also helps set up the electronic needs for all other district programs to include Teen Events, Summer Camp, Outreach Seminars and Senior Events. With all of those duties it is amazing that he still has time to fix all the equipment needed at these events. All of that wear and tear on equipment can get costly for the district, so to have Ali’s amazing handy man skills is a huge bonus! I know that he has saved the district a lot of money when it comes to fixing these items in house. I can say Ali has not only become and outstanding employee, but also a friend.

The second person who nominated Ali had this to say: I recently worked the Dive In movie event with Ali Bim. Our projector broke down on us. Thankfully Ali was able to think quickly and find another projector he had brought for our smaller screen, before sending home over 100 excited children. I almost like to think of him as the park district’s “secret weapon.” I have seen him at every event setting up stages or putting up the inflatable movie screen, delivering groceries, tending to broken soccer goals, he is everywhere! As long as you stay out of his way or hold the flashlight like you’re told, he is pretty easy going. He takes care of his guys, always buying them lunch, making sure everyone is comfortable around him. He fixed an employee’s sink the other day
because she didn’t know exactly how to do it, all off the clock of course! I just really admire him as an employee and a friend. When we talk he is always telling me different ways to make the people happy at events and that’s what our job is about!

BOARD ACTION

Ali has been invited to attend the October 1, 2015 board meeting to receive a plaque and a check for $75.00 from the board chair.

Theresa Pennington
Business and Accounting Supervisor
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RANCHO SIMI RECREATION AND PARK DISTRICT

Interoffice Memorandum

Date: October 1, 2015

To: District Manager

From: Business and Accounting Supervisor

Re: Presentation of the Full-Time Employee of the Month for September 2015 to Jason Beck

FULL-TIME EMPLOYEE OF THE MONTH FOR SEPTEMBER 2015

The Full-Time Employee of the Month for September 2015 is Jason Beck. Jason has been working for the District since April 2012 in the Planning and Maintenance Department. He became a full-time Groundskeeper I on November 13, 2013. This is his second award for employee of the month.

NOMINATION NARRATION

The person I am nominating has been working for the Park District since April 12, 2012 when he initially started as a part time employee. Eventually, due to his great work ethic and dependability, he was hired on as a full-time employee. I supervise this individual on the weekend and have found him to be a great asset. He is able to deal with any situation on the weekends that comes his way in a very professional manner. He has many skills and a very positive attitude and takes a lot of pride in his job. I know his crew leader also appreciates the large work load he is capable of handling. For these reasons, he is being nominated for employee of the month.

BOARD ACTION

Jason has been invited to attend the October 1, 2015 board meeting to receive a plaque and a day off with pay from the board chair.

Theresa Pennington
Business and Accounting Supervisor
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: October 1, 2015

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Mountains Recreation and Conservation Authority Final Budget for Fiscal Year 2015-16

SUMMARY

The Mountains Recreation and Conservation Authority (MRCA) was formed on June 27, 1985, through a Joint Powers Agreement between the Santa Monica Mountains Conservancy (SMMC) and the Conejo Recreation and Park District (CRPD). On July 10, 1987, the Agreement was amended to provide for the inclusion of the Rancho Simi Recreation and Park District (RSRPD). The stated purpose of the Authority is to acquire, develop, and conserve additional park and open space lands with special emphasis on recreation and conservation projects, the protection and conservation of watersheds, and the development of river parkways.

MRCA is governed by a Joint Exercise of Powers Agreement (JPA). Section 11.3 of the Agreement requires that an annual budget be prepared and submitted to the SMMC and the two Districts for approval. At its meeting of June 4, 2015, the Rancho Simi Board approved the MRCA’s preliminary budget. The MRCA Final Budget has since been prepared. Attached for your review is the MRCA staff report of September 2, 2015 and FY 2015-16 MRCA Final Budget prepared by MRCA staff.

The Final Budget was approved by the MRCA Board on September 2, 2015, and has been placed on the September 28, 2015 SMMC agenda and the October 1, 2015 CRPD agenda for their approvals. The MRCA’s Deputy Financial Officers Jeff Jones and Basem Mosaad are scheduled to be present at the RSRPD Board meeting to answer questions.

BOARD ACTION REQUESTED

Staff recommends that the Board approve the attached Mountains Recreation and Conservation Authority Final Budget for Fiscal Year 2015-16.

Larry Peterson
District Manager
MEMORANDUM

TO: The Governing Board

FROM: Joseph T. Edmiston, FAICP, Hon. ASLA, Executive Officer

DATE: September 02, 2015

SUBJECT: Agenda Item VIII: Consideration of resolution adopting the Mountains Recreation and Conservation Authority Fiscal Year 2015-2016 Final Budget

Staff Recommendation: That the governing board adopt the attached resolution approving the Mountains Recreation and Conservation Authority FY 2015-2016 final budget.

Background: The governing boards are required to approve the Mountains Recreation and Conservation Authority (MRCA) annual budget per Section 11.3 of the MRCA Joint Exercise of Powers Agreement. On June 1, 2015, the board of the Santa Monica Mountains Conservancy (SMMC) approved MRCA’s preliminary budget. It was approved by the MRCA board on June 3, 2015, and by the boards of the Conejo Recreation and Park District (CRPD) and the Rancho Simi Recreation and Park District (RSRDPD) on June 4, 2015. Additionally, the MRCA board approved the MRCA interim final budget for FY 2015-16 at its August 5, 2015 meeting.

The MRCA’s final budget for FY 2015-2016 is now submitted for approval. It is also planned to be submitted to the three other joint powers authority boards (CRPD, RSRPD, and SMMC) at future meetings for approval.

The final budget was prepared using information available in grant and contract files, current and prior year actual revenue receipts and expenditures, and information regarding future funding. All MRCA staff positions are accounted for in project budgets, as are all task (project) related expenses and overhead costs.

The final budget is further detailed in the attached four documents: (1) Official Budget by Account Class Category - this is the official budget of the MRCA, (2) Final Management Revenue Budget, (3) Final Management Expense Budget, and (4) Final Management Budget by Task.
### MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

**Final Official Budget By Account Class Category for Fiscal Year Ending June 30, 2016**

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Use of Advanced Funds</td>
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<td>Add: FY 2015-2016 Budgeted Revenue</td>
<td>$41,685,000.00</td>
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<td><strong>TOTAL PROJECTED REVENUE FY 2015-2016</strong></td>
<td><strong>$41,685,000.00</strong></td>
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<td>Personnel</td>
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<td>Contract Services</td>
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<td>Operating Expenses</td>
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<td>Equipment</td>
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<td>Interest Expense</td>
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<td>Est. Opr. Loss</td>
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<td><strong>TOTAL BUDGETED EXPENSES FY 2015-2016</strong></td>
<td><strong>$41,685,000.00</strong></td>
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<td>REVENUE:</td>
<td>Actual-13/14</td>
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<tr>
<td>Interest Earnings</td>
<td>$ 6,386.00</td>
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<td>Fees - Events</td>
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<td>Fees - Filming</td>
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<td>Fees - Parking</td>
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<td>Leases - Antenna</td>
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<td>Leases - Building</td>
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<td>Leases - Land</td>
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<td>Administrative Fees GC 53069.4</td>
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<td>Park Safety Fund</td>
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<td>SMMC Grants</td>
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<td>Other Government Grants</td>
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<td>Mitigation Revenue</td>
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<td>Government Agency Contracts</td>
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<td>Sales of Assets</td>
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<td>Donations</td>
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<td>PAD</td>
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<td>CFD</td>
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<td>Misc. Revenue</td>
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<td><strong>Total Revenue</strong></td>
<td>$ 30,291,375.00</td>
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## Mountains Recreation and Conservation Authority
### Fiscal Year 2015-2016 Final Management Expense Budget

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<th>EXPENSE:</th>
<th>Actual-13/14</th>
<th>Budget-14/15</th>
<th>Est Actual -14/15</th>
<th>Prelim 15/16</th>
<th>Interim Final 15/16</th>
<th>Final 15/16</th>
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<td>$ 1,869,000.00</td>
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<td>Grants - Out</td>
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<td>Capital Equipment Purchases</td>
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<td>$</td>
<td>$</td>
<td>$</td>
<td>$ 200,000.00</td>
<td>$ 200,000.00</td>
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### Total Expenses
- **Actual-13/14**: $30,516,506.00
- **Budget-14/15**: $45,396,000.00
- **Est Actual -14/15**: $33,828,329.00
- **Prelim 15/16**: $34,146,000.00
- **Interim Final 15/16**: $41,625,000.00
- **Final 15/16**: $41,685,000.00
## Mountains Recreation and Conservation Authority
### Fiscal Year 2015-2016 Final Management Budget by Task

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<tr>
<th>Task Number</th>
<th>Task Description</th>
<th>Park Budget</th>
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<tr>
<td>1</td>
<td>1206 - LVUSD Camp</td>
<td>$168,627.00</td>
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<td>2</td>
<td>1208 - Rancho Palos Verdes, Ranger Patrol</td>
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<td>3</td>
<td>1209 - Sanitation Ranger Patrol</td>
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<td>4</td>
<td>1211 - NHPA Ranger Patrol</td>
<td>$325,546.00</td>
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<td>5</td>
<td>1212 - WCA Ranger Patrol River</td>
<td>$85,499.00</td>
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<td>6</td>
<td>3002 - SMMC Related</td>
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<td>7</td>
<td>3003 - Enhanced Pub Safety/Prk Surchrg</td>
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<td>8</td>
<td>3005 - PAD Admin (Dist. 1 &amp; 2)</td>
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<td>9</td>
<td>3005 - CFD Admin (HH &amp; MM)</td>
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<td>10</td>
<td>3006 - PAD Acquisitions (Dist. 1 &amp; 2)</td>
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<td>11</td>
<td>3006 - CFD Acquisitions (HH &amp; MM)</td>
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<td>12</td>
<td>3007 - PAD Dist 2 - Capital Improvements (Tarnesca Canyon)</td>
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<td>13</td>
<td>3008 - PAD Dist 2 - Maintenance &amp; Brushing (All Locations)</td>
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<td>14</td>
<td>3009 - BHRCA-Park-to-Playa Trail Pro</td>
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<td>15</td>
<td>3010 - CFD Ranger/Maint. (HH &amp; MM)</td>
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<td>16</td>
<td>3017 - Lopez Cyn Restor-SMM CF1020 CaIT</td>
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<td>17</td>
<td>3021 - Feinberg ROV Trl Signage SMM0815</td>
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<td>18</td>
<td>3026 - Joughin Ranch 5BA 03 2042</td>
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<td>19</td>
<td>3034 - Ballona Wetland Interp SMM0633</td>
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<td>20</td>
<td>3035 - Ballona Crk Conn Loop 5BL2092223</td>
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<td>3036 - Mentryville Improvements SMM0745</td>
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<td>3042 - Milton Street Park 5BL2-09-2222</td>
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: October 1, 2015

TO: District Manager

FROM: Director of Recreation

SUBJECT: Approval of Award of Contract for Recreation Software Program

BACKGROUND

Our current recreation management and facility scheduling software program "Class" is no longer being sold or supported, and is being phased out by the company that provides it. Staff is proposing we select a new recreation management software program for installation and use that would begin at the first of next year (Jan. 2016). This would coincide with our in-progress redesign of the District’s website, using the program the Board recently approved. The new look and function of the website can be developed contemporaneously with the implementation and development of the new recreation management program. Fortunately, an updated program is expected to also have the added value of greater efficiency in use and improved marketing opportunities that will enable automated contacting of participants via text and emails.

The District implemented the Class program in 2004. It is installed on our District’s computer servers and each staff user has an application installed on their computer to access it. Members of the public can register online for classes but overall the software is outdated, not easy to navigate, not very flexible for our needs, and not very visually appealing. As a result, staff believes that there are many recreation software programs capable of achieving improvement in this area. Over a dozen management software options have been reviewed and a determination has been made that MaxGalaxy would best meet the District’s needs in the most economical way.

Staff compared recreation management software programs with hosted platforms, meaning the Park District servers would no longer be required to operate the program. Hosted solutions are very clearly the direction things are moving in. This approach shifts the maintenance, upgrade and security responsibilities to the entity best able to handle these areas - the program provider. This also facilities program maintenance and updates, which can be done more easily and therefore more frequently. The hosted platform also allows access by staff when they are away from their workstations, and results in greater protection of personal information.
Top Three Programs Considered

Three programs were selected to receive more thorough review--ActiveNet, MaxGalaxy and BlueRec. ActiveNet is the largest Recreation Software Company in the United States and Canada serving over 1,100 customers and over 130 in California. Over 100 customers have already migrated from Class to ActiveNet with more happening all the time. ActiveNet is the most "robust" and fully inclusive management software program we found, but is quite a bit more expensive.

MaxGalaxy, parent company Maximum Solutions, has been in business since 1974 and has over 195 municipal customers nationwide. They are based out of Minnesota and have over 1,100 total customers when including ice rink businesses and their older platform MaxEnterprise. They have recently hired five new employees including additional tech support and have proven to make continual improvements in their program with many important features made just last year. They are stronger with municipal government customers back east and are now growing in the west. They started with Ice Rink management software years ago and current customers include the professional hockey teams The Anaheim Ducks and San Jose Sharks. MaxGalaxy has or soon will have nearly all the functions of ActiveNet at 85% less cost.

BlueRec has over 100 clients nationwide and has been offering a cloud-based recreation software program for five years. It is one of the least expensive recreation management software programs and includes quite a few nice functions but lacks references and the ability to look like our RSRPD website, as MaxGalaxy can.

Current Class Software Costs

Class costs the District $9,037.00 per year. In addition the District pays $1,800 per year for Constant Contact, which allows e-mail distributions to large groups. Staff believes this program can be eliminated with the new recreation management software. This totals $10,837 per year in existing budgeted costs.

The BlueRec software cost is a flat fee, which is not based on "module add-ons". It would cost $7,200 per year with $12,000-$16,000 implementation/training costs. Over a five year period this would cost the District an estimated $10,400/year.

MaxGalaxy charges per module and would cost $10,200 per year and $10,000 in initial setup and training costs. If the League Scheduling module was added the cost would increase by $1,800 to an annual total of $12,000. Over five years the annual fee would average $12,200 per year without the League Scheduling module, or $14,000 per year with the League Scheduling module.

ActiveNet charges are based on transactions. In 2013 the District received $4,950,688 in total revenue from 35,894 transactions. Based upon this, staff's estimate of the ActiveNet annual cost is $88,800. This parent company of our current Class software will also provide a Class Loyalty Credit of $19,009 towards the implementation fees if we migrate to ActiveNet from Class. The training cost would then be just $3,441 with ActiveNet. Based upon this over five years the annual cost for ActiveNet would be approximately $89,488 per year.
Pros and Cons of Each Software Program

ActiveNet is used by more agencies in California than any other. They would modal our recreation software program to look like our Website to make users feel they are using the same program and/or at the same website, making it look seamless. They have over 200 project managers, developers and support staff, have the most developed eMarketing Services available to us, have all of the features we are looking for, and provide the highest security standards. They excel at the search bar partial spellings and automated social media contacts/notifications, and their mobile apps and professional look could help us with customization. The question is whether or not these attributes justify the cost, and in staff’s opinion they do not.

MaxGalaxy is close to ActiveNet in the way they would customize the look of the Recreation Software to match the look of our new District’s Website. They are quickly growing but not so large that we wouldn’t be an important customer. They have a good program now and plan on adding all of the capabilities we are looking for by the time of our implementation. As with ActiveNet, MaxGalaxy has a specific Child Care Module, offers Reservations Online, includes league standings and schedules online, offers varied program fees for various discounts, allows for easy 3rd Party billing (ASC need), allows email messaging, Punch Pass and Point of Sale, and allows a custom report option. MaxGalaxy also has a unique customizable Dashboard feature just implemented so that each staff user can have their specific “most used programs” readily accessible on their desktop.

The primary concern with MaxGalaxy is that some of what we’re looking for is just being implemented, but Instructor Module, download to InDesign capability, Social Media Share, Mobile App rather than just responsive design are all expected to be implemented by October-December 2015.

BlueRec is not module based, meaning you get all their options at one price. It is designed to provide flexibility and gets the end results from selecting options to their one program. It is very functional and offers a couple of items that MaxGalaxy does not—ability to login with a user name instead of just an email address, the ability to provide automatic Sunset times for the charging of lights on fields and ability to receive Electronic Checks as well as credit card payments. The concern with BlueRec is that it cannot custom match the look of our District’s website, although it can somewhat match the color scheme. The staff’s user look isn’t quite as updated as with MaxGalaxy. BlueRec also does not have a Home Navigation Bar across the top like MaxGalaxy and ActiveNet do. This Navigation Bar is helpful to the public and helps make the Recreation Management software look like it is part of the District’s website instead of a different program that you are taken to when clicking on the Registration button.
SUMMARY

Nearly all of the Recreation Management software programs available to us will be an improvement from our current program. The three programs described in this report all have the features that staff believes are most important. ActiveNet was staff’s favorite program, as it excels at eMarketing Services but its much higher cost is too difficult to justify. BlueRec provides improvements over our current program and at a lower cost, but lacks in a new and improved look that MaxGalaxy is capable of providing. MaxGalaxy can provide the features we desire, make our recreation management software look seamless from our district website and at an annual cost much less than ActiveNet. The District’s approved Preliminary Budget includes funding sufficient to cover the anticipated implementation and training costs.

RECOMMENDATION

Staff recommends approval of the award of contract to Maximum Solutions for the implementation, training and use of their MaxGalaxy Recreation Management program.

[Signature]
Doug Gale
Director of Recreation
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: October 1, 2015
TO: District Manager
FROM: Director of Recreation
SUBJECT: Discussion and Possible Approval to Install a Disc Golf Course Within the District’s Sequoia Park

SUMMARY

Disc Golf, aka Frisbee Golf, formally began in the 70’s with the installation of the first permanent course (in Southern California) and the formation of the Professional Disc Golf Association. Today, there are over 2,012 courses in the U.S. with more than 100 new courses installed every year, and over 115 courses in California. An estimated 7 to 10 million people have played disc golf. It is easy to learn, fun, affordable and offers a challenge to people of all ages. It’s time to install one in Simi Valley.

What is disc golf? It’s similar to golf, but instead of clubs and balls players use golf discs. Players throw discs for drives, approaches, and putts. Instead of a hole in the ground, a vertical basket with chains is the target of choice. Disc golf challenges the mind, body and competitive nature of those who play. It also provides another reason for people to go outside and be active.

There are four basic considerations when installing a disc golf course: design, targets, signs, and tees. Design is a critical factor in the long-term success of any disc golf course. Staff enlisted the volunteer services of a local designer, Mike Byrne of Thousand Oaks, who was referred to us from Innova Disc Golf West Coast Sales office in Rancho Cucamonga. Mike was the designer and is now the tournament director at the Conejo Recreation and Park District Rabbit Flats Disc Golf Course. He also designed the Sapwi Course (Lang Ranch) hopefully opening in January in Thousand Oaks, and previously designed 6 temporary courses on the College of the Canyons campus. He was the course pro at the Sylmar Disc Golf Course from 1988-2005. Mr. Byrne was kind enough to volunteer his time to Rancho Simi Recreation and Park District to design a 9-hole course for the District’s Sequoia Park located at 2150 Tracy Avenue. He and District staff believe a smaller 9-hole course at this location will be positively embraced by both novice and competitive players. See Exhibit A.
The disc golf targets slip into sleeves cemented 24" into the ground and locked into place. They stand 56" up from the ground and are 26" across at the widest point. They have a high visibility top, typically yellow with 12 outer chains, 12 more inner chains to grab the disc, and a galvanized basket. Staff is proposing to use the Innova Discatcher Pro targets available from their Rancho Cucamonga warehouse. See Exhibit B.

Tee signs are not proposed to be installed yet, but are intended after months of early course use, thereby allowing for slight course modifications if desired. Tee signs and directional signs help guide players through the course by showing which target they are throwing to and guiding them to the next teeing area to provide for a more professional course layout and image.

Tee boxes are used at each disc golf hole to designate where to make the first throw from. Some courses use existing turf or dirt areas for their tees, some courses use mats made of reprocessed tires, and the most desirable tee box is a textured slab of concrete. Staff is proposing to use existing turf areas at Sequoia Park, and to install two tee box markers at each tee showing the hole number and the direction of the target. See Exhibit C.

Sequoia Park

Staff previously explored the feasibility of adding disc golf to the District’s Sinaloa Golf Course, among other locations. But that location is a popular golf course, and adding disc golf to the existing activity was considered problematic. The turf, gently undulating terrain and tree canopy at the District’s Sequoia Park is very similar to the look and feel of the Sinaloa Golf Course. Recall that this location formerly housed one of the District’s community pools. The District did not replace the removed pool with any other recreational elements. A disc course seems like a good fit for the location and will serve as a low impact and inexpensive amenity.

District volunteers and staff set up portable disc targets in the configuration shown on the attachment and played the course on Friday, September 11. Although slight modifications to the initial plan were deemed necessary, both experienced and novice players enjoyed the course layout. Sequoia Park is a good location for a small recreational disc golf course that is capable of providing entertainment and challenge to beginners and experienced players with limited impact to other park users. Sequoia Park is in a residential area with Garden Grove Elementary School adjacent to the park on the north side. The disc golf layout avoids the playground area and most of the tables and benches in the park. Street parking is plentiful along all three sides of the park. If the course is approved and installed staff anticipates there will be a need to relocate one or two of the existing park benches.

Cost

The District’s approved Preliminary Budget for the current fiscal year allocates the amount of $20,000 for the purpose of installing a disc golf course. This project is also set forth on the District’s Priority Projects List. Staff anticipates that the nine tees will cost $325 each, totaling $3,159 with tax. Staff can pick up the tees to save on shipping and delivery charges. The tees
will require some assembly and staff will solicit assistance with this component from interested volunteers. The installation of the nine sleeves in cement two feet in the ground will be performed by maintenance staff, and the required materials for this part will include cement, sprinkler valve boxes (installed in ground to protect the lock and sleeves from weather and mowers), locks to secure the target from unauthorized removal, and tee box start markers. Staff estimates the materials will cost less than $3,000, with total cost for the course purchase and installation to be approximately $6000. Layout and tee box signs are anticipated later this fiscal year, likely at a cost of less than $3,000.

**RECOMMENDATION**

Staff recommends the Board discuss and consider for approval the installation of a disc golf course within the District’s Sequoia Park located at 2150 North Tracy Avenue.

[Signature]

Doug Gale
Director of Recreation
EXHIBIT A

Course Design/Layout
Sequoia Park, 2150 Tracy Ave, Simi Valley
Proposed 9-hole Disc Golf Course Layout
EXHIBIT B

Targets
Course Equipment

One of the most attractive aspects of disc golf is its relative low cost and minimal impact on an existing park. Tees and targets define each hole. Signs inform players of the course layout. Without them, players may become lost. Trash cans and benches will make your course more appealing and user-friendly. The following pages introduce the different pieces of equipment that will be the foundations of any disc golf course.

DISCatcher PRO

Disc Golf Target

DISCatcher PRO Benefits

HIGH VISIBILITY TARGET TOP
Our yellow powder coated target top makes the INNOVA DISCatcher PRO highly visible and able to withstand the elements. Under the powder coating is all stainless steel construction making it long-lasting and maintenance free.

GALVANIZED CONSTRUCTION
Hot-dip galvanized basket, pipe and chains allow a DISCatcher PRO target to weather the elements better than painted or zinc plated baskets.

THREE TIERED CHAINS
12 outer chains grab your disc, while 12 more inner chains buffer and slow the disc, improving catching performance. This makes the DISCatcher a favorite target of players.

PDGA APPROVED
The DISCatcher PRO is PDGA approved for tournament play.

Targets
The most obviously unique part of a disc golf course is the target. In the early days of disc golf, trees, light poles, and trash cans were designated as targets. The DISCatcher PRO represents the state of the art in disc golf target technology.

Custom Color Tops
Is your course in need of a blast of new color? Does your school want a Disc Golf course that matches the team’s colors? You now have the power! Custom color DISCatchers are now available in a multitude of colors. If that isn’t enough, special additives can be added for extra flair. We will work with you to fit it for a backyard target or an entire course. Please contact INNOVA for more information and pricing.

INNOVA
DISC GOLF

Target installation tips are provided on back cover.
Permanent Model Specifications

**Target Top** — Our yellow target tops are made from stainless steel. They are 22 inches across and 4 inches high. The band is also stainless steel welded to stainless steel "spokes." Each target top is then powder coated in bright yellow for best visibility on the course.

**Chains** — Our chains are made to handle abuse. 24 strands of marine grade galvanized 2/0 chains. (12 outer, 6 middle, 6 inner)

**Basket** — Our baskets will provide years of loyal service. They are made using 3/8" steel rod, which is hot-dip galvanized to survive years of harsh weather.

**Pole** — Our hot-dip galvanized 74" pole deters vandals. With 1/8" walls to prevent bending or cutting. Each is pre-drilled for target top, basket, and collar hardware.

**Locking Collar** — Hot-dip galvanized finish. Securely fits over pole mounted with tamper resistant screws.

**Installation Tube** — 24" long hot-dip galvanized steel tube. Provides a snug fit for the target at PDGA approved height. Locking tab aligns with locking collar for security.

**DSCatcher** PRO Benefits

**HIGH VISIBILITY TARGET TOP**

Our yellow powder coated target top makes the INNOVA DSCatcher PRO highly visible and able to withstand the elements. Under the powder coating is all stainless steel construction making it long-lasting and maintenance free.

**GALVANIZED CONSTRUCTION**

Hot-dip galvanized basket, pipe and chains allow a DSCatcher PRO target to weather the elements better than painted or zinc plated baskets.

**THREE TIERED CHAINS**

12 outer chains grab your disc, while 12 more inner chains buffer and slow the disc, improving catching performance. This makes the DSCatcher a favorite target of players.

**PDGA APPROVED**

The DSCatcher PRO is PDGA approved for tournament play.

Installation Tips

Here are six tips that will really help to make your installation successful:

1. Make sure your target pipe is plumb. Use a level or the chain set and its rings as an indicator if no level is available.
2. Remember the lock tabs are to be set at or just below ground level.
3. Make sure to leave enough room between the top of the concrete and the locking tabs so that the padlock can be accessed easily.
4. Use rubber/vinyl clad locks that have been thoroughly lubricated before installation.
5. Align padlock tab back toward the tee to have hole number decal face tee area.
6. Order a set of matching padlocks from a lock manufacturer.
EXHIBIT C

Sign Examples
Course Equipment: Signs

Tee & Course Signs
Signs are an important part of the character and community relations of a Disc Golf course. Overview and Rules signs educate players and visitors about safety and proper play. Individual tee signs keep throwers on target and aware of hazards and safety issues.

Rules & Safety
12” by 18”
$125
- Essential rules and courtesy of disc golf, plus your custom safety instructions
- Full-color layout, graphics, and logos
- .080” aluminum with UV-resistant inks; UV- and graffiti-resistant coating
- Optional frame and Lexan cover available

Overview
24” by 36”
$265
Display your entire course. Orient players and enhances the experience.
- Huge map shows course flow, landmarks, restrictions, safety hazards, and roads
- Quick-reference distance and par for each hole
- Full-color custom graphics with room for logos
- Information for players to navigate the course… a MUST for tournaments!
- .080” aluminum with UV-resistant inks; UV- and graffiti-resistant coating
- Overview frame available, kick plans upon request

Platinum Level
$185
12” by 18” Framed, with Lexan
The ultimate in disc golf mapping. Beautifully rendered and detailed.
- Full-color trees, rippling water, lush fairways
- All pertinent hole information: out-of-bounds, mandatories, hazards, paths and roads
- Two logos — appreciate your club and sponsor
- .080” aluminum sign with UV-resistant inks
- Galvanized steel frame, hardware, Lexan cover
- Includes attached mounting bracket for easy installation onto a standard pole
- Includes professional graphics design
Cost: 18 holes $3330 9 holes $1665

Gold Level
$125
9” by 12” Framed, w/Lexan
Attractive hole maps with full-color graphics.
- Definitive map features like fairway shape and water
- One logo for city, parks dept., or club
- .080” aluminum sign with UV-resistant inks
- Galvanized steel frame, hardware, and Lexan cover
- Mounts easily unto a standard pole
- Includes professional graphics design
18 holes $250 9 holes $125

Silver Level
$40
5” by 10” Unframed
- Key information for course navigation
- Full-color graphics
- Your full-color logo
- .060” aluminum sign can bolt onto a variety of posts
- UV-resistant inks and UV- and graffiti-resistant coating
18 holes $720 9 holes $360

Call us for additional sign choices

INNOVA DISC GOLF  West: 800-408-8449  East: 800-476-3968  www.Innovadiscs.com

11
EXHIBIT D

Tee Box Markers
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: October 1, 2015

TO: District Manager

From: Senior Management Analyst

Subject: Authorization to Solicit Bids for the Chumash Park Construction Project

Background and Overview:

The planning and design of Chumash Park started in July of 2004 with the formation of an Ad-HOC Committee comprised primarily of residents of the surrounding neighborhoods who were interested in the development of Chumash Park. Based on the Ad-HOC Committee’s recommendations, a Master Plan for Chumash Park was presented to the Park District’s Board of Directors for approval on August 4, 2005.

In December of 2005, the Park District submitted a formal application (Conditional Use Permit) for the development of Chumash Park to the City of Simi Valley’s Planning Department. The Park District retained the services of RRM Design Group to assist with the development permit process and to prepare the necessary documentation to secure the development permit. The City’s Planning Department deemed the project complete on December 26, 2007.

In February 2008, City staff notified the Park District that there were inconsistencies found in the project’s archeological study, requiring the City to rescind their completeness determination for the project. A new Archaeological Study was commissioned by the Park District in conformance with current CEQA guidelines and submitted to the City of Simi Valley in February 2009. In April 2009, the City determined that the recommendations in the new Archaeological Study were not consistent with the recommendations identified in the project’s biological report. These inconsistencies were corrected through realignments in the park’s proposed decomposed granite trail system. Additional adjustments were made to the design of the project to accommodate last minute changes requested by the Ventura County Watershed Protection District. The City deemed the project application process complete on December 7, 2010.

On January 18, 2011, the project was presented to Neighborhood Council No. 4. Due to heavy opposition to the project, the Neighborhood Council ultimately voted in favor of a motion to “deny” its recommendation of the project to the Planning Commission. Subsequent to this meeting, District staff met with the neighborhood groups who were in support of and in opposition to the project. Based on their collective input, staff made in-house adjustments to the
park’s Master Plan. Copies of the revised park site Master Plan were distributed to the neighborhood groups for review and comment. With a general overall acceptance of the plan, the Park District presented the revised Master Plan to the City’s Planning Department in December of 2011. City staff supported the revisions made to the Master Plan and agreed to expedite the approval process upon receipt of a revised application package. The revised application package for Chumash Park was deemed complete by City staff on December 4, 2013.

The revised Chumash Park project now consists of a 7.1 acre neighborhood park site situated on a 52.7 acre parcel owned by the Park District. The park will be constructed on three individually graded building pads along Flanagan Drive. Park improvements will include a 29-stall parking lot, a half basketball court, tot-lot and pre-teen play areas, two exercise equipment areas, picnic tables, benches, drinking fountains, a decomposed granite trail system, and three open play turf areas. The park will also serve as a trailhead for hikers accessing the Park District’s Open Space Trail System through the Chumash Trail corridor. The remaining 45.6 acres of the site will remain as protected open space. Since lights will not be installed in the parking lot or on the walkways, the operational hours of this park will be from dawn to dusk.

On January 21, 2014, the Park District presented the revised Chumash Park project to Neighborhood Council No. 4. This time the Neighborhood Council voted in favor of the project and recommended approval of Chumash Park to the Planning Commission. The Planning Commission approved the Chumash Park project on February 19, 2014.

On March 12, 2014, the Park District awarded a contract to Carter-Romanek Landscape Architects, Inc. to prepare the construction documents for the project. The construction documents are now complete, and staff is ready to go to bid on the construction project.

Due to the uncertainties in the public bid market, staff intends to bid this project with a Base Bid and two Additive Bid Alternatives. Using this method of bidding out the project will allow the flexibility of awarding only the Base Bid portion of the work, or the Base Bid and/or either Additive Bid Alternative, if the overall cost of the project exceeds budgetary constraints.

The Base Bid includes constructing all the amenities identified in the Upper Pad: The park entry and parking lot, a playground, turf area and landscaping, half-court basketball court, adult fitness area, and decomposed granite walkway and concrete maintenance road, picnic table and bench.

The Additive Bid Alternative A includes constructing all the amenities identified in Pad B: The picnic tables, decomposed granite walkway and concrete maintenance road, and turf area and landscaping.

The Additive Bid Alternative B includes constructing all the amenities identified in Pad C: The wetland planting, a bridge or boardwalk, decomposed granite walkway and concrete maintenance road, adult fitness area, turf areas and landscaping.

The proposed schedule for the project is as follows:
Authorization to Solicit Bids............................ October 1, 2015
Publication of “Notice Inviting Bids” ............. October 4, 2015
Bid Opening.................................................. October 27, 2015
Award of Contract........................................ November 19, 2015
Start of Construction ..................... January 2, 2016
Construction Completed ............................. June 28, 2016

**Fiscal Impact:**

Funding for this project has been earmarked in the District’s *Preliminary Budget for FY 2015-16* under the Park Dedication Fees Fund (Fund 40) in the amount of $1,628,694, and under the Capital Outlay Fund (Fund 50) in the amount of $121,306, for a total allocation of $1,750,000.

**Board Action Requested:**

That the Board authorize the Solicitation of Bids for the Chumash Park Construction Project.

Robin Walker
Senior Management Analyst
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: October 1, 2015

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Award of Contract for the Rancho Simi Community Park Pool Deck Renovation Project

Background and Overview:

The Rancho Simi Community Park pool is over 37 years old, and has undergone numerous upgrades throughout the years. During a routine inspection of the pool complex on October 23, 2014, the Ventura County Health Department noted four items that needed to be corrected to maintain the operational status of the pool. Two of the items were relatively minor and were completed in-house by Park District maintenance staff. The third item pertained to the repair of a crack in the pool’s vertical wall surface above the water line near the westerly edge of the stairs at the shallow end of the pool. The fourth item was in regard to the existing condition of the pool deck. The inspection report stated that the pool deck is “cracked, chipped, peeling, rough, or no longer slip resistant in conformance with the State’s Health and Safety Code requirements and should be resurfaced or replaced where it has deteriorated within one year”.

After researching repair alternatives, staff determined that the best and most cost-effective method would be to resurface the pool deck using “Life Deck”, an epoxy primer and cementaneous coatings system. The use of “Life Deck” for this project was incorporated into the project specifications. In addition, a line item was included in the base bid to repair the crack in the pool’s vertical wall surface near the westerly edge of the stairs at the shallow end of the pool.

As an Additive Bid Alternate to the project, staff incorporated the complete removal and replacement of the broken and up-lifted concrete concourse area surrounding the southerly and westerly limits of the pool building. This broken and up-lifted concrete was identified as a potential concern during the District’s most recent Cycle 14 District Visitation by CAPRI.

At its meeting of August 20, 2015, the Board of Directors authorized the solicitation of bids for the Rancho Simi Community Park Pool Deck Renovation Project. A Notice Inviting Bids for the project was published in the Ventura County Star on Aug. 30, 2015. Eleven contractors received bid packages for the project.

On September 22, 2015, sealed bids were received from the following contractors in time for the opening of bids:
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<th>Additive Bid Alternate</th>
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<td>CAS Concrete Asphalt Specialists, Inc., Tarzana, CA</td>
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<td>NR Development, Inc., Tujunga, CA</td>
<td>$117,304.00</td>
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<td>Eco Construction, Los Angeles, CA</td>
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<td>American Construction Engineers, Tollhouse, CA</td>
<td>$113,000.00</td>
<td>$86,500.00</td>
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Staff incorporated into the project specifications a special contractor qualification and minimum experience requirement to ensure that the contractors bidding on this project would have the proper technical knowledge to work with the specified Life Deck coating, and also have work experience on 50-meter pool decks. This requirement was placed in the “Bid Proposal” for the project under the heading of “Qualification of Contractor/Bidder”.

Based on the combined total of the base bid and additive bid alternate, the apparent lowest bidder for the project is CAS Construction, Inc., and second apparent lowest bidder is NR Development, Inc. However, based on the “Qualification of Contractor/Bidder” identified on the Bid Proposal, neither of these bidders is eligible to be considered for an award of contract. While both of these contractors are certified Life Deck installers, neither contractor has any work experience dealing with the successful completion of a minimum of three (3) 50-meter pool deck renovation projects within the past five (5) years in the State of California, based on their “Statement of Qualification” submitted at the time of the bid opening.

The third apparent lowest bidder for the project, Eco Construction, Inc., with a combined base bid and additive bid alternate total of $193,000.00, meets all of the qualifications for the project. Eco Construction, Inc. is a general engineering (Class A) and general building (Class B) contractor who possesses limited specialty classification contractors’ licenses for concrete related services (D-06) and synthetic products (D-12). Eco has extensive working knowledge of the application of Life Deck coating systems and has completed over sixty 50-meter pool deck renovation projects for the City of Los Angeles Department of Recreation and Parks over the past eighteen years.

Based on the inability of CAS Construction, Inc. and NR Development, Inc. to meet the special contractor qualification and minimum experience requirements for this project, staff is recommending that the Board find that the bids by CAS Construction, Inc., and NR Development, Inc. are non-responsive to the bid requirements and that a contract be awarded to Eco Construction, Inc. for the base bid and additive bid alternate in the amount of $193,000.00.
Fiscal Impact:

Allowing for a 15% construction contingency and $5,000 allowance for final permits and consulting services, the aggregate total to complete the Rancho Simi Community Park Pool Deck Renovation Project is estimated at $226,950.00 (Base Bid plus the Additive Bid Alternate: $193,000 + 15% Construction Contingency: $28,950 + Final Permits and Consulting Fees: $5,000).

Funding for this project has been earmarked in the District’s Preliminary Budget for FY 2015-16 under the Simi Valley Assessment Fund (Fund 30) in the amount of $100,000.00. The funding shortfall to construct this project can be addressed through the reallocation of Simi Valley Assessment Funds (Fund 30) budgeted for the Rancho Simi Community Park Tennis Court Lighting Replacement Project in the amount of $126,950.00.

Board Action Requested:

That the Board:

1. Find that the bids received from CAS Construction, Inc. and NR Development, Inc. are non-responsive to the bid requirements for their inability to meet the special contractor qualification and minimum experience requirements identified in the “Bid Proposal” for the project under the heading of “Qualification of Contractor/Bidder”.
2. Award a contract for the Rancho Simi Community Park Pool Deck Renovation Project to Eco Construction, Inc. in the amount of $193,000.00.
3. Authorize the District Manager to execute an Agreement with the awarded contractor and amend the Agreement for project contingencies in an amount not to exceed fifteen percent (15%) of the award of contract or $28,950.00, if and when the need arises for extra work or modifications to the project.

Wayne Nakaoka
Director of Planning and Maintenance
AGREEMENT WITH

ECO CONSTRUCTION, INC.

FOR THE

RANCHO SIMI COMMUNITY PARK –

POOL DECK RENOVATION PROJECT
RANCHO SIMI RECREATION AND PARKS DISTRICT

PUBLIC WORKS CONTRACT
RANCHO SIMI COMMUNITY PARK – POOL DECK RENOVATION PROJECT
SIMI VALLEY, CA

THIS AGREEMENT “Agreement” is made and entered into this ___ day of ___________, 2015, by and between 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 ECO Construction, Inc., a California Corporation located at 137 N. Larchmont Blvd., #212, Los Angeles, CA 90004, 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 September 22, 2015, for the following:

Rancho Simi Community Park – Pool Deck Renovation 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 October 1, 2015, 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 and 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 One Hundred Ninety-Three Thousand and No/100 DOLLARS ($193,000.00), (includes Base Bid plus Additive Bid Alternate A) 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 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 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 nineteen (19) 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 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 District 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 herein after 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 FIVE HUNDRED DOLLARS ($500.00) 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 FIVE HUNDRED DOLLARS ($500.00) 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 District 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 District 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 ________________, 2015, 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

ECO CONSTRUCTION, INC., a California
Corporation:

by__________________________
President

by__________________________
Secretary
EXHIBIT “A”

CONTRACTOR’S BID SCHEDULE
PROPOSAL

PROJECT: Rancho Simi Community Park - Pool Deck Renovation Project
PROJECT NO: 09-2015-4
PROJECT LOCATION: Rancho Simi Community Park
1765 Royal Avenue
Simi Valley, California 93065

BIDDER: Eco Construction Inc.

BID OPENING DATE: September 22nd, 2015
TIME: 2:00 pm

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:

Rancho Simi Community Park - Pool Deck Renovation Project
1765 Royal Avenue
Simi Valley, California

and after having carefully examined the location of the proposed work and the 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 and Payment Bonds, if requested and directed by District.

3. Upon execution of the Agreement, the contractor shall commence construction starting November 2, 2015 and complete the entire work on November 20, 2015 (19 calendar days).

Bid Proposal
00401 - 1

BIDDER'S INITIALS /
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 conformance with the drawings, Project Manual, including specifications, addendum's, and other Contract Documents, for the following sum:

The lump sum of $138,000--- Dollars

BID ALTERNATE 'A': 6" THICK CONCRETE REPLACEMENT - Approximately 5,100 s.f.

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, addendum's, and other Contract Documents, for the following sum:

The lump sum of $55,000--- Dollars

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 payment.

The Park District hereby notifies the bidder that the quantities shown are only an estimation used by the Park District to determine the lowest responsible bidder. The Park 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 prices sheet, the bidder shall incorporate those items into the closest resembling item(s).

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.

RANCHO SIMI COMMUNITY PARK - POOL DECK RENOVATION 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>1. Mobilization</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>15,000</td>
</tr>
<tr>
<td>2. Demolition-Waterblast and/or</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>15,000</td>
</tr>
<tr>
<td>(Grind Conc Deck Surface(Approx.14,244S.F.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove Joint Sealant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bid Proposal
00401 - 2

BIDDER'S INITIALS \[Signature\]
3. Base Installation  
   (Approx. 14,244 S.F.)  
   1 JOB L.S.  
   $5,000

4. UV Resistant top coat  
   1 JOB L.S.  
   $15,000

5. Repair crack above top step of pool  
   1 JOB L.S.  
   $3,500

6. Installation of joint sealant  
   1 JOB L.S.  
   $4,500

GRAND TOTAL $138,000

(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 to properly and expeditiously 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 makes a given bid more advantageous to the District than others.

STATE LICENSES

The undersigned hereby certifies that they currently possess a valid General Engineering ("A") and/or General Building ("B") Contractor's License in the State of California in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code for the State of California.

QUALIFICATION OF CONTRACTOR / BIDDER
The awarded contractor must be a certified manufacturer's installer of Life Deck product or approved equal. The undersigned acknowledges that they have successfully completed a minimum of three (3) 50 Meter Pool Deck Renovation projects within the past five (5) years in 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

The District will provide the contractor with the initially required building permit. 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.

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 related cost or fees for temporary utilities, including water, electrical, telephone, storm water, sewer, etc., for this project.

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.

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 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.

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

Under Labor Code Section 1771.7, a contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded (California Labor Code Section 1771.1).

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered
and qualified to perform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner.

(1) At least monthly or more frequently if specified in the contract with the awarding body.
(2) In a formal prescribed by the labor Commissioner.

DIR MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

JOB SITE NOTICES

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

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: Dated:
ADDENDUM NO: Dated:
ADDENDUM NO: 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 contract, 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, not made in collusion, or in the interest of any other person / firm other than represented by the undersigned.

NAME OF BIDDER

BY ____________

Eco Construction

TITLE ____________

George LePorte Pres/GM

ADDRESS ____________

137 N Larchmont Bl #212, LA, CA 90004

PHONE NO. ____________

323 465-4764

CONTRACTOR'S LICENSE NO. ____________ EX P. DATE ____________

740925 10/2015

PRIMARY CLASS ____________

A, B

SECONDARY CLASS ____________

C61 D6 A D12

Date ____________

9-21-15

(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
SUBCONTRACTORS LIST

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

BY: ECO Const
    hereinafter called "Bidder"

PROJECT: In accordance with Article 17 of Instructions to Bidders, pursuant to bidding for the Work titled:
        Rancho Simi Community Park – Pool Deck Renovation 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>
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<tr>
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<td>NONE</td>
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</table>

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

Provide signature identical to that shown on the Bid Form:

BIDDER: ____________________________ DATE: 4-21-15

END OF DOCUMENT
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:
   
B. Permanent Office Address:
   137 N Larchmont Bl #212
   LA, CA 90004

C. Mailing Address:

D. Telephone Number: 323 465 4764
E. Facsimile Number: 323 464 4387
F. E-Mail Address: info@ecoatings.com

G. Contact Person (regarding Statement of Qualifications inquiries):
   George LePorte
   Pres / GM

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:
   George LePorte
   Pres

   " "
   Sec

   " "
   Treas

2. Year of Incorporation: 2005
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:

3. Year of Incorporation or Establishment of Business:

G. Number of Full-time Employees: 5

2.02 CONTRACTORS LICENSE INFORMATION (California only)

A. Primary License Classification: A, B, C61 D6 A012
License Number: 740925
Year Issued: 1997

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: Esplanade HOA
   Project Address: 13080 Pacific Promenade
   Name of Agency or Owner: Esplanade HOA
   Amount of Contract: $ 51,400 95% complete
   Anticipated Completion Date: 9-21-15

2. Name of Project: Durand Residence
   Project Address: 2917 Durand Drive, LA 90068

Statement of Qualifications
00440-2
Name of Agency or Owner: Andrew Bernard / Blackstone Bidri
Amount of Contract: $32,500 - 95% complete
Anticipated Completion Date: 9-21-15

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: ________________________________

4.01 QUALIFYING REFERENCES

Please list three (3) 50 Meter Pool Deck Renovation projects for which your firm has successfully completed within the past five years in the State of California:

A. Project Name: MT Sac College Pool
Project Address: 1100 N Grand Ave
Walnut, CA 91789
Agency Name: MT San Antonio College
Contact Person: Pam Childs Phone No.: 909 274-5514
Amount of Contract 94,995 Date Completed: 2-24-15
Type of Work: Restoration & Coating Olympic Size Pool Deck

Statement of Qualifications
00440-3
B. Project Name: City of LA Rec & Parks  
Project Address: All 60 Olympic Size Pools  
Agency Name: City of LA Rec & Parks  
Contact Person: Mike Close  Phone No.:  
Amount of Contract: 1.5MIL  Date Completed: 2005  
Type of Work: Sandblasted & Repaired & Recoated 60 Olympic Sized Swimming Pools

C. Project Name: Mac Coat (Hot Deck) Deck Repair  
Project Address: 2106 Century Park Lane  
LA, CA 90067  
Agency Name: Century Park Plaza Condo Assoc  
Contact Person: Dan Nakari  Phone No.: 310 556-3185  
Amount of Contract: $50,000  Date Completed: Jan 2014  
Type of Work: Deck Coating (Sneak Pool Deck System) 40,000sq ft of Balcony Decks

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 Los Angeles, CA this 21 day of Sept, 2015.  
FIRM: Eco Construction

BY: George LePorte
TITLE: Pres/COO

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: ECO Constructor Telephone: (323) 465-4764
Street Address: 137 N. Laurelmont Bl #212
City: Los Angeles State: CA Zip Code: 90004
Number of Employees: 8

This Firm is:
   __ Independently Owned and Operated
   __ An Affiliate
   __ A Subsidiary
   __ A Division:

   __ 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 been subject to a Government Equal Opportunity Compliance Review. If so, when: ____________________.

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 ________________________
Title ________________
Date ________________

END OF DOCUMENT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, and Philadelphia Indemnity 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 (10%) of the Total Amount Bid Dollars ($_______), 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 September 23, 2015, attached hereto for the WORK of the Project entitled: Rancho Simi Community Park – Pool Deck Renovation 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 September, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)  Principal ECO Construction

By: [Signature]
Title: [Position]

(Corporate Seal)  Surety Company

By: [Signature]
Title: Steven A. Spence, Attorney-in-Fact

Philadelphia Indemnity Insurance

END OF DOCUMENT

Bid Bond
00411-1
California All-Purpose Certificate of Acknowledgment

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

State of California

County of Orange

On September 21, 2015 before me, Cassandra Fisher, Notary Public

personally appeared Steven A. Swartz

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond containing 2 pages, and dated September 21, 2015.

The signer(s) capacity or authority is/are as:

- [ ] Individual(s)
- [x] Attorney-in-fact
- [ ] Corporate Officer(s)
- [ ] Other:

representing: Philadelphia Indemnity Insurance Company
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Steven A. Swartz, Kelly Specht, Lorle Mandel, and Nicki Swartz, Michael Herranen and Thomas C. Buckner of the City of San Clemente, State of California of South Coast Surety, its true and lawful Attorney-in-fact with full authority to execute on its behalf, bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the herein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA

Notary Public:

(Notary Seal)

residing at: Bala Cynwyd, PA

My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10th day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of September 2015.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: October 1, 2015

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Review and Acceptance of Conceptual Master Plan Changes for Rancho Santa Susana Community Park

Background and Overview:

A Planned Development Permit (PD-S-526) to construct Rancho Santa Susana Community Park was approved by the City of Simi Valley Planning Commission on June 13, 1984 as Resolution No. 75-84. At that time, the approved master plan for the park divided the site into seven construction phases and included the amenities shown on Exhibit “A”.

Phase 1 of Rancho Santa Susana Community Park was completed on October 15, 1988. Included as part of the 12.5 acre project was the completion of the street improvement fronting Los Angeles Avenue and Stearns Street. The park site amenities constructed as part of Phase 1 included: one lighted softball field, one lighted soccer field, one unlighted interim soccer field, a restroom/concession building, a multi-purpose recreational trail segment west of the park’s entrance road, and an 80-stall parking lot.

Construction of Phase 2 of Rancho Santa Susana Community Park was completed in February of 1992. The scope-of-work for Phase 2 was expanded to allow for the concurrent construction of a portion of Phase 3 (softball field No. 3 and interim pre-teen play area) to complete the westerly half of the park. Amenities constructed as part of the Phase 2 construction project included: two lighted soccer fields, one lighted softball field, a maintenance yard and building, interim pre-teen play area, a 91-stall parking lot, installation of a walking/jogging pathway, and the continuation of the multi-purpose recreational trail from the Phase 1 limits to Leeds Street.

In March of 1992, the Park District concurrently filed two applications with the City’s Planning Department to change the existing planned development permit for the park in order to construct the Rancho Santa Susana Community Center. One application was for an Administrative Adjustment (ADJ-S-520) to re-phase the construction sequencing of the park to allow for the Community Center to be constructed as Phase 3 in lieu of Phase 7. The second application was to modify the existing planned development permit for the park to accommodate the site adjustments made to the park site’s master plan and for the entitlement permit to construct the Rancho Santa Susana Community Center (PD-S-525, Modification No. 1). The Administrative Adjustment was approved by City staff on September 1, 1992, and Modification No. 1 for PD-S-526 was conditionally approved by the Planning Commission as Resolution No. 87-92 on September 16, 1992. A copy of the revised master plan is attached as Exhibit “B”.

In the latter part of 1992, the Park District submitted a second Administrative Adjustment (ADJ-S-534) with the City’s Planning Department for the construction of two interim soccer fields in the undeveloped portions of Phases 4 and 5. This administrative adjustment was approved by City staff on December 31, 1992.

Shortly after the dedication of the Rancho Santa Susana Community Center on June 18, 1994, grading for the interim soccer fields was initiated and performed at no cost to the Park District through a technical training program established by the United States Naval Construction Battalion (Seabees) stationed out of Port Hueneme, California. This program allowed for training of naval personnel in the use of heavy equipment while performing a public service that benefited municipal agencies and non-profit organizations. The installation of the irrigation system and landscaping (turf and trees) was performed by Park District maintenance staff with the assistance of volunteers from the Soccer Foundation. Construction of the interim soccer fields was completed in February 1995.

In July of 1995, construction for the Rancho Santa Susana Community Park Interim Ball Field Conversion Project was completed. This project converted the unlighted interim soccer field constructed as part of the Phase 1 improvements into a lighted softball field (field No. 2) to complete the park’s softball field venue around the centralized concourse plaza.

While the completion of Rancho Santa Susana Community Park has always been a Park District priority, the ever changing needs of the community and requests by special interest groups over the years led to many variations of the park site’s master plan. These variations included: the proposed addition of a skate park, a proposed water park and play area, expansion of the community center building, construction of a lazy river around soccer fields 4 and 5, and conversion of the Phase 1 restroom/concession building into a food service facility. None of these variations were pursued due to budgetary constraints.

At its meeting of September 5, 2013, the Board received public testimony from volleyball enthusiasts for the need of additional sand volleyball courts within Simi Valley. Their primary focus was to establish a sand volleyball venue within the undeveloped area behind the Rancho Santa Susana Community Center. While the entire Board was appreciative of their input, Chair Cavanaugh stipulated in her closing statement that this matter would go back to the Advance Planning Committee for review before it was brought back before the Board.

On November 14, 2014, staff met with representatives from the Soccer Foundation in regards to their request to make specific up-grades to the foundation fields (fields No. 4 and 5) and the establishment of a more permanent soccer venue at the park site with a restroom building and dedicated snack bar/concession area for soccer events. Staff acknowledged that the improvements proposed by the Soccer Foundation were feasible, but would require extensive adjustments to the park site’s master plan.

Based on public input and the growing needs of the community, the Priority Project List for Fiscal Year 2014-15 included the in-house preparation of a conceptual master plan for Rancho Santa Susana Community Park for review and comment by the Advance Planning Committee. On August 5, 2015, the Advance Planning Committee reviewed and accepted the final draft of the conceptual master plan for Rancho Santa Susana Community Park.
**Current Findings:**

As designed, the conceptual master plan for Rancho Santa Susana Community Park (see Exhibit “C”) now incorporates the interim soccer fields currently in the Phase 5 development area as a permanent amenity to the park. The usable turf area of these soccer fields has been enlarged to allow for greater versatility by the soccer organizations to accommodate half-field games and practice sessions oriented in the east/west direction. Lighting of these soccer fields is proposed and will be consistent with the lighting quality of existing soccer fields 2 and 3. A centralized restroom/concession building is now proposed along the southwesterly corner of soccer fields four and five which will be contiguous to a new formal 413-stall parking lot. Four sand volleyball courts and four basketball courts along with two picnic shelters and a new tot-lot/pre-teen play area are planned for the adjacent parkland west of the proposed parking lot. The existing meandering walking/jogging course through Phases 1 and 2 will be expanded, making the overall loop a lineal distance of one mile.

All of these amenities, including the required public right-of-way improvements along Leeds Street, have been combined into one final phase of construction (Phase 4), replacing and eliminating Phases 4, 5 and 6 identified on previous park site master plans. These modifications and proposed improvements will replace the previously proposed lake, commercial building, senior citizens’ arts and crafts building, tennis courts, shuffleboard and horseshoe courts, and formal concrete concourse area.

While there have been many conceptual master plan renderings since 1995, none of them have been formally reviewed and accepted by the Board.

**Board Action Requested:**

1. Review and Acceptance of Conceptual Master Plan Changes for Rancho Santa Susana Community Park

[Signature]

Wayne Nakaoka
Director Planning and Maintenance
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: October 1, 2015

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Award of Contract for the Runkle Canyon Park Construction Project

Background and Overview:

Runkle Canyon Park is a 9.14 acre park site situated on a 14 acre parcel within Planning Unit No. 11 of the Runkle Canyon Specific Plan. The design and permitting for the park was made possible through a joint effort between the subdivision’s master developer (Kaufman and Broad) and the Park District. The design of Runkle Canyon Park is unique in that the park site will be constructed on three independent building pads separated by landscaped slopes:

- The primary (middle) park pad includes a ten (10) vehicle paved parking lot, a basketball court, independent pre-teen and tot-lot play areas, one large covered picnic shelter, picnic tables and benches.
- The upper park pad will consist of a small five (5) vehicle trailhead parking lot, a paved joint use access road, two lighted volleyball courts, a small covered picnic shelter, picnic tables and benches.
- The lower section of the park will be primarily open space with native plantings and two picnic tables. ADA accessible concrete walkways interconnect all three sections of the park.

On June 18, 2015, the Board of Directors authorized staff to solicit bids for the construction of the project utilizing a Base Bid and Additive Bid Alternative to allow staff the flexibility of constructing the park in phases if the bids came in over budget. The bids were publicly opened on August 4, 2015; however, the apparent low bidder withdrew its bid due to an inadvertent clerical error.

On August 18, 2015, the Advance Planning Committee met to review and discuss the Runkle Canyon Park Construction Project. The Committee agreed with staff’s recommendation to incorporate additional cost saving alternatives into the project’s scope of work and rebid the project. The cost saving alternatives that were incorporated included:

1. Reducing the size and quantity of landscape plant materials throughout the entire park.
2. Incorporating additive bid alternates for the installation of the project’s play equipment, turf grass, and for the irrigation system and landscape planting associated with the manufactured slope separating the park site from parcels M and N.
3. Incorporating additional unit price line items in the bid documents for change order reductions in the project’s scope of work during the course of construction.

On September 3, 2015, the Board of Directors rejected all bids received on August 4, 2015 for the Runkle Canyon Park Construction Project and authorized staff to resolicit bids for the project, incorporating additional cost saving alternatives. A Notice Inviting Bids for the revised project was published in the Ventura County Star on Sept 6, 2015. Thirteen contractors received bid packages for the project.

On September 22, 2015, ten sealed bids were received from the following contractors in time for the opening of bids:

<table>
<thead>
<tr>
<th>Company</th>
<th>Base Bid Amount</th>
<th>Additive Bid Alternate A</th>
<th>Additive Bid Alternate B</th>
<th>Additive Bid Alternate C</th>
<th>Combined Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Construction, Inc., Woodland Hills, CA</td>
<td>$1,194,187</td>
<td>$301,498</td>
<td>$56,121</td>
<td>$25,802</td>
<td>$1,577,608</td>
</tr>
<tr>
<td>Pacific Tennis Courts, Inc., Moorpark, CA</td>
<td>$1,222,222</td>
<td>$222,222</td>
<td>$145,000</td>
<td>$18,000</td>
<td>$1,607,444</td>
</tr>
<tr>
<td>Unlimited Engineering Contracting, Inc., Simi Valley, CA</td>
<td>$1,108,500</td>
<td>$370,000</td>
<td>$137,000</td>
<td>$5,000</td>
<td>$1,620,500</td>
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<tr>
<td>Kasa Construction, Chino, CA</td>
<td>$1,266,560</td>
<td>$296,870</td>
<td>$65,210</td>
<td>$30,000</td>
<td>$1,658,640</td>
</tr>
<tr>
<td>Lee Construction, Simi Valley, CA</td>
<td>$1,277,727</td>
<td>$347,934</td>
<td>$96,900</td>
<td>$18,500</td>
<td>$1,741,061</td>
</tr>
<tr>
<td>CS Legacy Construction, Inc., Pomona, CA</td>
<td>$1,349,323</td>
<td>$354,674</td>
<td>$102,724</td>
<td>$42,541</td>
<td>$1,849,262</td>
</tr>
<tr>
<td>Union Engineering Co., Ventura, CA</td>
<td>$1,617,422</td>
<td>$314,332</td>
<td>$66,019</td>
<td>$20,500</td>
<td>$2,018,273</td>
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<tr>
<td>Los Angeles Engineering, Covina, CA</td>
<td>$1,612,300</td>
<td>$422,350</td>
<td>$111,500</td>
<td>$5,000</td>
<td>$2,151,150</td>
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<tr>
<td>Woodcliff Corporation, Los Angeles, CA</td>
<td>$2,188,200</td>
<td>$677,000</td>
<td>$66,320</td>
<td>$20,000</td>
<td>$2,951,520</td>
</tr>
<tr>
<td>Ardalan Construction, Thousand Oaks, CA</td>
<td>$1,506,450</td>
<td>$350,480</td>
<td>$71,800</td>
<td>Not included with bid</td>
<td>$1,928,730</td>
</tr>
</tbody>
</table>

Based on the combined total of the base bid and all three additive bid alternates, the apparent lowest bidder for the project is Environmental Construction, Inc. of Woodland Hills, California, in the amount of $1,577,608.00. Environmental Construction, Inc. has previously experience working for the Park District with the successful completion of Big Sky Park.
Environmental Construction is a general engineering (Class A) and general building (Class B) contractor who also possesses specialty contractor’s licenses for electrical (C-10) and landscape (C-27) construction. They have extensive experience in the construction of public park sites and are currently under contract with the City of Laguna Beach for the construction of Oso Creek Park and the Los Angeles County Department of Public Works for the renovation of Helen Keller Park. In addition to completing Big Sky Park for Rancho Simi Recreation and Park District in 2007, Environmental Construction completed the construction of the Dos Vientos Playfield for Conejo Recreation and Park District in 2012.

In order to complete Runkle Canyon Park in its entirety, staff is recommending that a contract be awarded to the apparent low bidder, Environmental Construction, Inc. for the Base Bid and all three Additive Bid Alternates in the amount of $1,577,608.00.

**Fiscal Impact:**

Allowing for a 10% construction contingency and $50,000 allowance for final permits and consulting services, the aggregate construction total to complete Runkle Canyon Park is estimated at $1,785,368.80 (Base Bid plus all three Additive Bid Alternates [$1,577,608] + 10% Construction Contingency [$157,760.80] + Final Permits and Consulting Services [$50,000] = $1,785,368.80).

The District’s approved *FY 2015-16 Preliminary Budget* includes an allocation of $1,200,000 (Capital Outlay Fund [Fund 50] in the amount of $827,000 and Park Dedication Fees [Fund 40] in the amount of $373,000) for the construction of Runkle Canyon Park. Funding shortfalls to construct this project can be addressed through the reallocation of Capital Outlay Funds (Fund 50) designated for the Berylwood Skate Park in the amount of $306,000 and unallocated Enterprise Funds (Fund 80) in the amount of $279,368.80.

**Board Action Requested:**

That the Board:

1. Award a contract for the construction of Runkle Canyon Park to Environmental Construction, Inc. in the amount of $1,577,608.00.

2. Authorize the District Manager to execute an Agreement with the awarded contractor and to amend the Agreement for project contingencies in an amount not to exceed ten percent (10%) of the award of contract or $157,760.80, if and when the need arises for extra work or modifications to the project.

[Signature]
Wayne Nakaoka
Director of Planning and Maintenance
AGREEMENT WITH

ENVIRONMENTAL CONSTRUCTION INC.

FOR THE

RUNKLE CANYON PARK PROJECT
RANCHO SIMI RECREATION AND PARKS DISTRICT

PUBLIC WORKS CONTRACT
RUNKLE CANYON PARK
SIMI VALLEY, CA

THIS AGREEMENT “Agreement” is made and entered into this ___ day of ____________, 2015, by and between 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 Environmental Construction Inc., a California corporation located at 21550 Oxnard St., Ste. #1050, Woodland Hills, CA 91367, 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 September 22, 2015, for the following:

Runkle Canyon Park

in Simi Valley, California, hereinafter called PROJECT.

At the hour of 3:00 P.M. on said date, in the Rancho Simi Recreation & Park District office, said bids were duly opened.

At its regular meeting held on October 1, 2015, 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 and 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 One Million Five Hundred Seventy-Seven Thousand, Six-Hundred Eight and No/100 DOLLARS ($1,577,608.00), (includes Base Bid plus Additive Bid Alternates A, B, and C) 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 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 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 one-hundred eighty (180) 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 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 District Manager, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, 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 FIVE HUNDRED DOLLARS ($500.00) 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 FIVE HUNDRED DOLLARS ($500.00) 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 District 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 District 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 ____________________, 2015, 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

ENVIRONMENTAL CONSTRUCTION, INC.,
a California Corporation:

by_____________________________
President

by_____________________________
Secretary
EXHIBIT “A”

CONTRACTOR’S BID SCHEDULE
RANCHO SIMI RECREATION AND PARKS DISTRICT

PUBLIC WORKS CONTRACT
RUNKLE CANYON PARK
SIMI VALLEY, CA

THIS AGREEMENT "Agreement" is made and entered into this ___ day of ________________, 2015, by and between 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 Environmental Construction Inc., a California corporation located at 21550 Oxnard St., Ste. #1050, Woodland Hills, CA 91367, 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 September 22, 2015, for the following:

Runkle Canyon Park

in Simi Valley, California, hereinafter called PROJECT.

At the hour of 3:00 P.M. on said date, in the Rancho Simi Recreation & Park District office, said bids were duly opened.

At its regular meeting held on October 1, 2015, 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 and 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 One Million Five Hundred Seventy-Seven Thousand, Six-Hundred Eight and No/100 DOLLARS ($1,577,608.00), (includes Base Bid plus Additive Bid Alternates A, B, and C) 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 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 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 one-hundred eighty (180) 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 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 District 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 form 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 contract 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 FIVE HUNDRED DOLLARS ($500.00) 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 FIVE HUNDRED DOLLARS ($500.00) 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 District 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 District 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 ____________________, 2015, 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

ENVIRONMENTAL CONSTRUCTION, INC.,
a California Corporation:

by________________________________________
President

by________________________________________
Secretary
EXHIBIT “A”

CONTRACTOR’S BID SCHEDULE
PROPOSAL

PROJECT: RUNKLE CANYON PARK

PROJECT NO: 093-2015-05

PROJECT LOCATION: Runkle Canyon Park
Simi Valley, CA

BIDDER: Environmental Construction, Inc.

BID OPENING DATE: September 22, 2015

TIME: 3:00 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:

Runkle Canyon Park
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 Payment and Performance Bonds, 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 one hundred eighty (180) consecutive calendar days from and after executing the Agreement.
BASE BID (refer to pages 401-3 thru 401-5):
Runkle Canyon Park

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 \text{\textdollar\textoneighteen\textmillion\textonehundred\texteighty\textseven}\text{\textdollar}\text{\textcent}.

ADDITIVE BID ALTERNATIVE ‘A’ (refer to page 401-5 and 401-6):
Runkle Canyon Park – Upper South Pad Area. Includes parking area, volleyball courts, concrete walkways, picnic table areas, shade structure, irrigation, landscaping, and lighting.

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 \text{\textdollar\textthree\texthundred\textone\textthousand\textfour\texthundred\texteighty\texteight}\text{\textdollar}.

ADDITIVE BID ALTERNATIVE ‘B’ (refer to page 401-6 and 401-7):
Runkle Canyon Park – Upper South Pad Slope Area. Includes irrigation and landscaping.

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 \text{\textdollar\textfive\textsix\texthundred\texttwenty\textfive\textone}\text{\textdollar}.

ADDITIVE BID ALTERNATIVE ‘C’ (refer to page 401-6 and 401-7):
Runkle Canyon Park – Lower North Pad Area. Includes only the hydoseed hybrid Bermuda turf areas.

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 \text{\textdollar\texttwenty\textfive\texteight\textzero\texttwo\texteight\textzero}\text{\textdollar}.
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 may 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 & Base Bid Alternatives shown on page 00401-2.

RUNKLE CANYON PARK 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>
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<td>JOB</td>
<td>L.S.</td>
<td>$40,000</td>
</tr>
<tr>
<td>2. FINISH GRADING</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$8,050</td>
</tr>
<tr>
<td>3. NPDES/SWPPP REQUIREMENTS</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$20,950</td>
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<tr>
<td><em><strong>CONSTRUCTION</strong></em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. CONCRETE PAVING</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$150,500</td>
</tr>
<tr>
<td>5. ASPHALT PAVING WITH EDGE</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$33,920</td>
</tr>
<tr>
<td>6. 32 FT DIA. POLIGON SHELTER</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$49,000</td>
</tr>
<tr>
<td>7. PARK MONUMENT SIGN</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$15,720</td>
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<tr>
<td>8. SEWER LINE INSTALLATION</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$36,900</td>
</tr>
<tr>
<td>9. STORMWATER / DRAINAGE SYSTEM</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$46,835</td>
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<tr>
<td>10. DOMESTIC WATERLINE SERVICE</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$1,000</td>
</tr>
<tr>
<td>11. SLOUGH WALLS W/ V-DITCHES</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$19,400</td>
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Bid Proposal 00401 - 3

BIDDER'S INITIALS: F.S.
### RECREATION

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Type</th>
<th>Unit</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>PLAY EQUIPMENT PLAY BOOSTER AGES 5-12 YEARS</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>58,672</td>
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<td>RUBBERIZED SURFACING FOR PLAY EQUIPMENT (BOTH AREAS)</td>
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<td>JOB</td>
<td>L.S.</td>
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<td>FIBAR FOR PLAY EQUIPMENT (BOTH AREAS)</td>
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<td>JOB</td>
<td>L.S.</td>
<td>2,160</td>
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<tr>
<td>PLAY EQUIPMENT AREA CONCRETE CURBS AND RAMPS (BOTH AREAS)</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>8,565</td>
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<tr>
<td>PLAY EQUIPMENT AREA SUBDRAIN AND CLEANOUT (BOTH AREAS)</td>
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<td>L.S.</td>
<td>2,310</td>
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<tr>
<td>FULL COURT BASKETBALL PAVING &amp; STRIPING</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>57,243</td>
</tr>
<tr>
<td>BASKETBALL EQUIPMENT</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>5,400</td>
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### SITE FURNISHINGS

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<tr>
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<th>Quantity</th>
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<td>PICNIC TABLES</td>
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<td>EA</td>
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<td>2,600</td>
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<tr>
<td>BENCHES</td>
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<td>EA</td>
<td></td>
<td>1,500</td>
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<td>REMOVABLE BOLLARDS</td>
<td>5</td>
<td>EA</td>
<td></td>
<td>900</td>
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<td>DRINKING FOUNTAIN</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>5,700</td>
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<td>TRASH RECEPTACLES</td>
<td>8</td>
<td>EA</td>
<td></td>
<td>1,350</td>
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<td>BIKE RACK</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>785</td>
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<tr>
<td>PET WASTE RECEPTACLES</td>
<td>1</td>
<td>EA</td>
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<td>700</td>
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### SITE ELECTRICAL

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<thead>
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<tr>
<td>SWITCH GEAR / PANELS / SERVICE</td>
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<td>L.S.</td>
<td>12,045</td>
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<td>LIGHT POLES &amp; FIXTURES</td>
<td>15</td>
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### IRRIGATION

<table>
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<tr>
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<th>Quantity</th>
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<th>Amount</th>
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<tr>
<td>IRRIGATION SYSTEM (COMPLETE IN PLACE, READY TO USE)</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
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***LANDSCAPING***

29. FINE GRADING 1 JOB L.S. 9,500
30. TREES 36" BOX 6 EA 650 3,900
31. TREES 24" BOX 12 EA 240 2,880
32. TREES 15 GALLON 41 EA 85 3,485
33. SHRUBS (1 AND 5 GALLON) 1 JOB L.S. 139,486

BASE BID CONSTRUCTION TOTAL $1,194,187
(This amount to equal base bid on Page 00401-2)

RUNKLE CANYON PARK ADDITIVE BID ALTERNATIVE 'A' UNIT PRICES:

South Upper Pad Area. Includes parking area, volleyball courts, concrete walkways, picnic table areas, shade structure, irrigation, landscaping, and lighting.

<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>
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</tr>
<tr>
<td>1. MOBILIZATION</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>5,000</td>
</tr>
<tr>
<td>2. FINISH GRADING</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>4,000</td>
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<tr>
<td>3. NPDES/SWPPP REQUIREMENTS</td>
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<td>4. CONCRETE PAVING</td>
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<td>JOB</td>
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<td>20,355</td>
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<td>6. 16 FT DIA. POLYGON SHELTER</td>
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<td>8. VEHICULAR PIPE GATE</td>
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<td>L.S.</td>
<td>7,500</td>
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<td><em><strong>RECREATION</strong></em></td>
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<tr>
<td>9. (2) VOLLEYBALL COURTS WITH EDGING &amp; SAND</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>57,374</td>
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Bid Proposal
00401 - 5
BIDDER'S INITIALS F.S.
<table>
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<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<td>PLAY BOOSTER AGES 2-5 YEARS</td>
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<td>10. VOLLEYBALL EQUIPMENT</td>
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<td>L.S.</td>
<td>7,000</td>
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<tr>
<td>11. PICNIC TABLES</td>
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<td>EA</td>
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<td>7,200</td>
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<td>12. REMOVABLE BOLLARDS</td>
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<td>EA</td>
<td>850</td>
<td>850</td>
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<tr>
<td>13. TRASH RECEPTACLES</td>
<td>3</td>
<td>EA</td>
<td>1,350</td>
<td>4,050</td>
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<tr>
<td>14. PET WASTE RECEPTACLES</td>
<td>1</td>
<td>EA</td>
<td>675</td>
<td>675</td>
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</tr>
<tr>
<td><em><strong>SITE ELECTRICAL</strong></em></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>15. CONDUITS / WIRING / SERVICE</td>
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<td>JOB</td>
<td>L.S.</td>
<td>8,305</td>
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<td>16. LIGHT POLES &amp; FIXTURES</td>
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<td>EA</td>
<td>3,914.17</td>
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<tr>
<td>17. IRRIGATION SYSTEM</td>
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<td>L.S.</td>
<td>37,786</td>
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<td>(COMPLETE IN PLACE, READY TO USE)</td>
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<td></td>
</tr>
<tr>
<td><em><strong>LANDSCAPING</strong></em></td>
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</tr>
<tr>
<td>18. FINE GRADING</td>
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<td>JOB</td>
<td>L.S.</td>
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<td>19. HYDROSEED / HYBRID BERMUDA</td>
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<tr>
<td>21. TREES 15 GALLON</td>
<td>32</td>
<td>EA</td>
<td>85</td>
<td>2,720</td>
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<tr>
<td>22. SHRUBS (1 AND 5 GALLON)</td>
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<td>L.S.</td>
<td>24,933</td>
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<tr>
<td><strong>ADDITIVE BID ALTERNATIVE 'A' CONSTRUCTION TOTAL</strong></td>
<td></td>
<td></td>
<td>301,498.00</td>
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</table>

(This amount to equal additive bid alternative 'a' on Page 00401-2)
RUNKLE CANYON PARK ADDITIVE BID ALTERNATIVE ‘B’ UNIT PRICES:

South Upper Pad Slope Area. Includes irrigation and landscaping.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td><em><strong>GENERAL</strong></em></td>
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<tr>
<td>1. MOBILIZATION</td>
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<td>JOB</td>
<td>L.S.</td>
<td>5,000</td>
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<td><em><strong>IRRIGATION</strong></em></td>
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<tr>
<td>2. IRRIGATION SYSTEM (COMPLETE IN PLACE, READY TO USE)</td>
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<td>JOB</td>
<td>L.S.</td>
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<tr>
<td>3. FINE GRADING</td>
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<td>JOB</td>
<td>L.S.</td>
<td>4,200</td>
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<tr>
<td>4. TREES 15 GALLON</td>
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<td>EA</td>
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<tr>
<td>5. SHRUBS (1 AND 5 GALLON)</td>
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<td>JOB</td>
<td>L.S.</td>
<td>29,157</td>
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ADDITIVE BID ALTERNATIVE ‘B’ CONSTRUCTION TOTAL

$56,121.00

(This amount to equal additive bid alternative ‘b’ on Page 00401-2)

RUNKLE CANYON PARK ADDITIVE BID ALTERNATIVE ‘C’ UNIT PRICES:

North Primary Pad Area. Includes only the hydrotech hybrid Bermuda turf areas.

<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>LANDSCAPING</strong></em></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. HYDROSEED / HYBRID BERMUDA</td>
<td>1</td>
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<td>L.S.</td>
<td>25,802</td>
</tr>
</tbody>
</table>

ADDITIVE BID ALTERNATIVE ‘C’ CONSTRUCTION TOTAL

$25,802.00

(This amount to equal additive bid alternative ‘c’ 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

The Park District will provide the contractor with the initially required building permit, grading permit, and encroachment permit for the project if required. 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.

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.

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.
CONTRACTOR AND SUBCONTRACTOR REGISTRATION

Under Labor Code Section 1771.7, a contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code Section 1771.1)

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(1) At least monthly or more frequently if specified in the contract with the awarding body.

(2) In a format prescribed by the Labor Commissioner.

DIR MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

JOB SITE NOTICES

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

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.

Bid Proposal
00401 - 11

BIDDER'S INITIALS F.S.

ADDENDA

This bid includes ADDENDUM NO: 1 Dated: September 11, 2015

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 contract, 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: Environmental Construction, Inc

BY: [Signature]

TITLE: President

ADDRESS: 21550 Oxnard St. #1050

Woodland Hills, CA 91367

PHONE NO.: 818 449 8920

CONTRACTOR'S LICENSE NO.: 498624 EXP. DATE: 01-31-2017

PRIMARY CLASS: A, B, C10, C27, HAZ, ASB

SECONDARY CLASS: [Blank]

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NO.: 100009515

DATE: 01-31-2014

(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 - 13

BIDDER'S INITIALS: F.S.
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ___________________________ as Principal, and ___________________________ 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 bid ___________________________ Dollars ($10.0% of bid), 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 Sept. 22 __, 2015, attached hereto for the WORK of the Project entitled: Runkle Canyon Park ___________________________, 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 17th day of September ____________, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Environmental Construction, Inc.  
(Corporate Seal)  
By: ___________________________  
Title: ___________________________  

Vigilant Insurance Company  
(Corporate Seal)  
By: ___________________________  
Title: Stephanie Hoang, Attorney-in-Fact

END OF DOCUMENT

Bid Bond  
00411-1
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 9-17-2015 before me, ALAN SAFAEI (NOTARY PUBLIC)

(here insert name and title of the officer),

personally appeared, FARID SOROUDI

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

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

WITNESS my hand and official seal.

Signature(Seal)  

ALAN SAFAEI  
Commission # 2008404  
Notary Public - California  
Los Angeles County  
My Comm. Expires Feb 23, 2017
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Orange

On 9/17/15 before me, V. Copeland , Notary Public, personally appeared Stephanie Hoang

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: __________________________

Place Notary Seal Above

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: __________________________

Document Date: __________________________ Number of Pages: __________________________

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

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

Signer Is Representing: __________________________

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: __________________________

Rev. 1-15
Know All By These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Shawn Blume, Kevin Cathcart, Eric Lowey, Stephanie Hoang and Mark Richardson of Costa Mesa, California—

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 29th day of April, 2015.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

On this 29th day of April, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent’s presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019

CERTIFICATION

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By-Laws of the Companies is true and correct,

(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and

(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this September 17, 2015

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Form 15-10-0226B-U GEN CONSENT (rev. 12-14)
BID GUARANTEE

(Note: The following statement shall be used if other than a bid surety bond accompanies bid).

Accompanying this proposal is a *money order, *certified check, *cashier's check, payable to the order of the Rancho Simi Recreation and Park District in the amount of [ ] Dollars ($ )

which is ten (10%) percent of the total amount of bid. The proceeds of this check shall become the property of said Rancho Simi Recreation and Park District, if the undersigned fails to execute a Contract and furnish the required bonds within the stipulated time. Otherwise, the check shall be returned to the undersigned.

(*Circle the applicable word.)

Signature
Title
Company
Date

End of Document
# SUBCONTRACTORS LIST

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

**BY:** Environmental Construction, Inc.
hereinafter called "Bidder"

**PROJECT:** In accordance with Article 17 of Instructions to Bidders, pursuant to bidding for the Work titled:

Runkle Canyon Park

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>
</table>
| 12, 9A | Play Eq. Installer | Cicero Engineering Inc.  
Fulberton, CA 92831  
(562) 762-5147 | 812439 |
| 26, 27 | Electrical | Electri Construction Corp.  
Los Angeles, CA 90039  
(323) 660-4114 | 95881 |
| 15, 16 | Rubberized Surfacing | Roberson Industries, Inc.  
Tempe, AZ, 85281  
(800) 858-0519 | 667261 |

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

Provide signature identical to that shown on the Bid Form:

**BIDDER:**

**DATE:** 9-22-2015

Subcontractors List  
00430-1
# ENVIRONMENTAL CONSTRUCTION INC.  
**BONDING AND INSURANCE COMPANIES INFORMATION**

## Bonding Companies:

<table>
<thead>
<tr>
<th>Surety Company</th>
<th>Pinnacle Duty &amp; Insurance Services</th>
<th>212-612-4000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vigilant Insurance Company</td>
<td>15 Mountain View Road, Warren NJ 07059</td>
<td></td>
</tr>
<tr>
<td>Agent/Broker</td>
<td>Shawn Blume</td>
<td>714-546-5100</td>
</tr>
<tr>
<td>Agent/Broker</td>
<td>151 Kalmus Drive, Suite A-201 Costa Mesa, CA 92626</td>
<td></td>
</tr>
</tbody>
</table>

## General Liability and Excess Liability:

<table>
<thead>
<tr>
<th>General Liability Insurer</th>
<th>Ace Westchester Casualty</th>
<th>213-833-3269</th>
</tr>
</thead>
<tbody>
<tr>
<td>601 South Figueroa Street, Suite 1500, Los Angeles, CA 90017, USA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Liability Insurer</td>
<td>National Union Fire Insurance Company of Pittsburgh</td>
<td>212-458-5000</td>
</tr>
<tr>
<td>175 Water Street, Executive Office, New York, NY 10038</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agent/Broker</td>
<td>Alliant Insurance Services, Inc.</td>
<td>949 660 5956</td>
</tr>
<tr>
<td>Philip Arzu, ARM</td>
<td>1301 Dove Street, Suite 200, Newport Beach, CA 92660-2436</td>
<td></td>
</tr>
</tbody>
</table>

## Auto Commercial:

<table>
<thead>
<tr>
<th>Auto Commercial Insurer</th>
<th>MID Century Insurance Company</th>
<th>213-400-4459</th>
</tr>
</thead>
<tbody>
<tr>
<td>4680 Wilshire Boulevard, Los Angeles, CA 90010</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agent/Broker</td>
<td>Frank Foroutan Insurance Agency Inc.</td>
<td>310-481-4280</td>
</tr>
<tr>
<td>Agent/Broker</td>
<td>11859 Wilshire Blvd #685, Los Angeles, CA 90025</td>
<td></td>
</tr>
</tbody>
</table>

## Worker's Compensation:

<table>
<thead>
<tr>
<th>Insurer</th>
<th>National Union Fire Insurance Company of Pittsburgh</th>
<th>212-458-5000</th>
</tr>
</thead>
<tbody>
<tr>
<td>175 Water Street, Executive Office, New York, NY 10038</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agent/Broker</td>
<td>Baumann Insurance Agency Inc.</td>
<td>818-704-6625</td>
</tr>
<tr>
<td>Agent/Broker</td>
<td>22019 Vanowen Street Suite G, Canoga Park CA 91303</td>
<td></td>
</tr>
</tbody>
</table>

## Pollution:

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Liberty Surplus Ins. Corp.</th>
<th>212-208-4157</th>
</tr>
</thead>
<tbody>
<tr>
<td>55 Water Street, 18th Floor, New York, NY 10041</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agent/Broker</td>
<td>ISU Insurance Services Stanton @ Associates</td>
<td>818-889-2155</td>
</tr>
<tr>
<td>Agent/Broker</td>
<td>Michael Kirk</td>
<td></td>
</tr>
<tr>
<td>Agent/Broker</td>
<td>3625 Thousand Oaks Blvd. #319, Westlake Village, CA 91362</td>
<td></td>
</tr>
</tbody>
</table>
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:
   Environmental Construction, Inc

B. Permanent Office Address:
   21550 Oxnard St. #1050
   Woodland Hills, CA 91367

C. Mailing Address:
   21550 Oxnard St. #1050
   Woodland Hills, CA 91367

D. Telephone Number: 818 449 8920

E. Facsimile Number: 818 703 9073

F. E-Mail Address: Estimating@Environcm.com

G. Contact Person (regarding Statement of Qualifications inquiries):
   Farid Saqudi President
   (Name) (Title)

H. Is Contractor/Bidder's firm a corporation established under the guidelines of the State of California? Yes (X) 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:
   Farid Saqudi President

2. Year of Incorporation: October 13, 2004
Part Two (no)

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

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

3. Year of Incorporation or Establishment of Business:
   N/A

G. Number of Full-time Employees:

2.02 CONTRACTORS LICENSE INFORMATION (California only)

A. Primary License Classification: A, B, C10, C27, H1A, ASB
   License Number: 41781624
   Year Issued: September 22, 1986

B. Secondary License Classification(s):
   N/A

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: Oso Creek Multi Trail Use
      Project Address: Laguna Niguel, CA
      Name of Agency or Owner: City of Laguna Niguel
      Amount of Contract: $3,444,239, 0% complete
      Anticipated Completion Date: July 2016

   2. Name of Project: Helen Keller Park
      Project Address: Los Angeles, CA
Name of Agency or Owner: LA County Dept. Public Works
Amount of Contract: $3,234,495 99% complete
Anticipated Completion Date: October 2015

3. Name of Project: Fountain Valley Booster Station
Project Address: Fountain Valley, CA
Name of Agency or Owner: City of Fountain Valley
Amount of Contract: $3,931,822 99% complete
Anticipated Completion Date: October 2015

4. Name of Project: Patriot Park Soccer Complex
Project Address: Perris, CA
Name of Agency or Owner: City of Perris
Amount of Contract: $2,602,586 95% complete
Anticipated Completion Date: November 2015

5. Name of Project: Robert Deemer WTP
Project Address: Yorba Linda, CA
Name of Agency or Owner: Metropolitan Water District
Amount of Contract: $24,524,084 5% complete
Anticipated Completion Date: Mid 2017

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.

Vigilant Insurance Company - 212-612-4100
Pinnacle Surety & Insurance Services, 714-546-5100

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.

See Attached - Exhibit C

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 judgements 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: Big Sky Park
   Project Address: Simi Valley, CA.
   
   **Agency Name:** Rancho Simi Valley Park District
   **Contact Person:** Tom Evans  **Phone No.:** 805.584.4418
   **Amount of Contract:** 2,500,000  **Date Completed:** 2007
   **Type of Work:** Park Construction

B. Project Name: Dos Vientos Playfield
   Project Address: Moorpark, CA.
   
   **Agency Name:** Conejo Recreation & Park District

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Statement of Qualifications
00440-4
Contact Person: Shoama Weekly  Phone No.: 305-495-6471
Amount of Contract $1,400,000  Date Completed: 2012
Type of Work: Park Construction/Grazing

C. Project Name: Spring st. Park Phase II
Project Address: Los Angeles, CA.

Agency Name: Los Angeles City of Parks & Recreation
Contact Person: Paul Tseng  Phone No.: 213-902-2681
Amount of Contract $1,400,000  Date Completed: 2012
Type of Work: Park Construction

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 Woodland Hills this 22nd day of September, 2013.

FIRM: Environmental Construction, Inc.
BY: [Signature]
TITLE: President

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: Environmental Construction, Inc. Telephone (818) 449-8720
Street Address: 21550 Ormond St., Hacienda
City: Woodland Hills State: CA Zip Code: 91367
Number of Employees: 72
This Firm is:

[ ] Independently Owned and Operated
[ ] An Affiliate
[ ] A Subsidiary

Address: __________________________________________________________

[ ] A Division:

[ ] Small Business [ ] Large Business

Contractor Has Contractor Has Not

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

[ ] 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: ______________.

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

Title President

Date September 22, 2015
THIS PAGE IS BLANK
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: October 1, 2015
TO: Board of Directors
FROM: District Manager
SUBJECT: Discussion and Possible Approval of Language for New District Park Rules Sign

SUMMARY

The Board approved Ordinance No. 3 on October 9, 2014. That Ordinance sets forth the District’s various Rules and Regulations. See attached Exhibit C. The District’s Park Rules signs are in need of updating. Attached as Exhibit B is a photo of the current Park Rules sign, and attached as Exhibit A is the language proposed for the new Park Rules sign. The following substantive changes have been made:

1. Additional rules are listed
2. The language of the rules has been re-worked
3. The District’s phone number and web-site address have been added
4. A reference to the complete list of rules has been added
5. Violations are listed as misdemeanors unless the citation issuing Peace Officer indicates the violation is an infraction.
6. The rule numbers correspond to the actual rules and regulations within the Ordinance No. 3, which is also in conformance with Ventura Superior Court standards.

Once approved, staff will proceed with the ordering of the new signs and a phased-in replacement effort that considers the always present time and funding limitations.

BOARD ACTION REQUESTED

Staff recommends that the Board discuss and approve the proposed language for the new District Park Rules signs.

Larry Peterson
District Manager
EXHIBIT A
PARK RULES

3-4.1 PARK HOURS ARE 6 AM TO 10 PM, UNLESS POSTED OTHERWISE
3-4.4 NO ALCOHOLIC BEVERAGES
3-4.7 DO NOT CHASE, CAPTURE, INJURE, KILL OR ATTEMPT TO INJURE OR KILL WILDLIFE
3-4.9 NO BIKE RIDING
3-4.15 NO PERSON MAY SOLICIT OR OTHERWISE CONDUCT BUSINESS IN PARK WITHOUT A PERMIT
3-4.19 NO CAMPING WITHOUT A PERMIT
3-4.21 DO NOT DAMAGE, DISTURB OR REMOVE PARK AMENITIES OR PLANTS
3-4.24 NO CLIMBING ON TREES, BUILDINGS OR HILLSIDES
3-4.26 DO NOT ENGAGE IN CONDUCT WHICH IS OR COULD BE HARMFUL OR HAZARDOUS TO ANY PERSON OR PROPERTY
3-4.26 DO NOT USE PARK FACILITIES FOR UNINTENDED USES
3-4.27 ALL DOGS MUST BE ON LEASH
3-4.34 NO OPEN FLAMES OR FIRES EXCEPT IN DESIGNATED BBQ’S OR PICNIC STOVES
3-4.35 NO FIREWORKS
3-4.41 NO HITTING GOLF BALLS
3-4.42 GRAFFITI IS A CRIME
3-4.53 INFLATABLE JUMPERS, SLIDES, MOVIE SCREENS AND SIMILAR ITEMS REQUIRE PERMIT
3-4.54 NO ABUSIVE OR OBSCENE LANGUAGE OR GESTURES
3-4.59 NO OVERNIGHT PARKING
3-4.67 NO SKATEBOARDING IN PARKS
3-4.68 NO SMOKING WHILE ON PARK PROPERTY
3-4.78 NO PERSON MAY CARRY OR DISCHARGE A FIREARM OR WEAPON OF ANY KIND
3-4.58 NO PERSON MAY REFUSE TO LEAVE PARK AFTER BEING EJECTED BY PARK RANGERS

THE COMPLETE LIST OF PARK RULES AND REGULATIONS MAY BE VIEWED AT WWW.RSRPD.ORG

A VIOLATION OF ANY OF THE PARK RULES OR REGULATIONS SET FORTH WITHIN RANCHO SIMI RECREATION AND PARK DISTRICT’S ORDINANCE NO. 3 IS A MISDEMEANOR UNLESS THE PARK RANGER OR OTHER PEACE OFFICER SPECIFIES ON THE CITATION THAT THE VIOLATION IS AN INFRACTION AS PROVIDED FOR WITHIN THE CALIFORNIA PUBLIC RESOURCES CODE.

FOR PERMIT REQUESTS AND QUESTIONS PLEASE CALL 805-584-4400

RANCHO SIMI RECREATION AND PARK DISTRICT
EXHIBIT B
PARK Rules

1. All alcoholic beverages prohibited.
2. Dogs must be on leash. Horses prohibited.
3. No skateboarding in parks.
4. Discharge of firearms or air-powered weapons prohibited. No fireworks.
5. Golfing and archery prohibited in parks.
6. Operation of line-attached models, motorized or self-propelled vehicles prohibited.
7. Climbing of trees prohibited.
8. Overnight parking prohibited. No camping.
9. Use of park facilities for unintended use prohibited.
10. No signs, banners or other displays shall be posted.

The violation of any of the above rules and/or conditions set forth in RSRPD Ordinance Number 2 is an infraction punishable by fine as set forth in California Public Resources Code Section 5782.21 and does not preclude prosecution pursuant to the California Penal Code or other provisions of California law or pursuant to the provisions of the Simi Valley Municipal Code or Ventura County Ordinance and Regulations.

Rancho Simi Recreation and Park District

No Smoking
EXHIBIT C
ORDINANCE NO. 3

AN ORDINANCE OF THE RANCHO SIMI RECREATION AND PARK DISTRICT BOARD OF DIRECTORS ESTABLISHING RULES AND REGULATIONS GOVERNING THE USE OF DISTRICT PARKS AND FACILITIES AND PARTICIPATION IN DISTRICT PROGRAMS

The Rancho Simi Recreation and Park District Board of Directors ordains as follows:

SECTION 1. Findings.

A. It is the policy of the Rancho Simi Recreation and Park District ("District") that residents receive maximum benefit and enjoyment from District facilities and recreation programs.

B. In furtherance of the District's policy, this ordinance establishes rules and regulations governing the use of District parks and facilities as well as rules for participation in District programs to ensure that all persons using District parks and facilities and participating in District programs receive maximum benefit and enjoyment.

C. This Ordinance is adopted pursuant to the authority granted by California Public Resources Code section 5786.1.

SECTION 2. Violation of Ordinance.

A. Any violation of the rules and regulations set forth in this ordinance is a misdemeanor unless the park ranger issuing the citation specifies on the citation that the violation is an infraction. The District's legal counsel may reduce a misdemeanor charge to an infraction. Prosecution of a person pursuant to this section will not preclude prosecution of that person pursuant to the California Penal Code or other provisions of California law or pursuant to the provisions of the Simi Valley Municipal Code.

B. A new and separate offense occurs for each day that a violation of, or failure to comply with, any provision or requirement of this ordinance is committed, continued, or permitted by any person.

C. Any unlawful act or omission in this ordinance includes causing, permitting, aiding, abetting, suffering, or concealing the act or omission.

D. No person may refuse to leave a District park or facility after being ejected. Any person who has been ejected from District property may not return to the same park or facility, or any other District park or facility, during the calendar day in which that person is ejected.
E. Parents are responsible for the actions of minor children. Damage to District property resulting from the actions of minors will be imputed to parents having custody or control of the minor (California Civil Code § 1714.1).

SECTION 3. Enforcement.

A. The District Manager and park rangers of the District and all other law enforcement officers possessing authority to act within the boundaries of the District (collectively, "enforcement officers") may enforce all of the rules and regulations contained in this ordinance. Enforcement mechanisms include issuing citations, arresting individuals without a warrant whenever there is reasonable cause to believe that the individuals committed a misdemeanor in the enforcement officer’s presence, which constitutes a violation of these provisions, and ejecting or causing to be ejected from District parks and facilities any person acting in violation of this ordinance. Further, the District Manager and park rangers may deny use of District parks and facilities and participation in District programs to individuals and groups who fail to comply with this ordinance. A person ejected from a District park or facility may also be excluded from the park or facility in lieu of being cited for violation of this ordinance, but ejectment or exclusion will not preclude the person from being cited or arrested for conduct in violation of this ordinance or other provisions of California law.

B. Park rangers may issue citations for violations of District rules and regulations, Simi Valley Municipal Code, Ventura County Ordinance, and for violations of State and Federal law.

C. Enforcement officers may take into custody any item which is used in violation of this Ordinance or which may cause damage to park property, to any person, or to the property of any person if its use is permitted to continue. Specific items which may be taken into custody by enforcement officers include, but are not limited to air/spring guns, firearms, crossbows, archery equipment, explosive devices, skateboards, skates, bicycles, radios, tape and compact disc players, sound amplification equipment, powered or line attached model crafts, hang gliders, air balloons, barbeques, cooking devices, and combustible fuel or electric operating devices. Such items will be impounded for safekeeping and will be retained by the District for a period not exceeding 30 calendar days. The items impounded will then be returned to the owner, to the person in possession of the item at the time of the violation, or in the case of a minor, to the minor’s parent or legal guardian.

D. The District has the authority to establish and enforce additional rules and regulations that are necessary to implement District’s policies and to meet needs as situations may require.

SECTION 4. Rules and Regulations for Use of District Parks and Facilities and Participation in District Programs. The following rules and regulations, attached as Exhibit “A” and incorporated by reference, apply to the use of all parks and facilities owned, managed, controlled or operated by the District, as well as to participation in District programs. Citations issued for violation of a rule or regulation must include a notation formatted as follows: 3-4.x. In this example, the “3” refers to District Ordinance No. 3, the “4” refers to the Section of Ordinance No. 3 that
incorporates each and every rule and regulation, and the “x” refers to the actual number of the rule or regulation. Therefore, a citation issued for possession or consumption of alcohol in the park without a permit would read as follows: 3-4.4.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The Board of Directors hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance will take effect 30 days after its final passage.

SECTION 7. Publication. The Secretary of the Board of Directors is directed to cause this ordinance to be published in the manner required by law.

PASSED AND ADOPTED this 9th day of October 2014, by the following vote:

AYES: Directors O’Brien, Hostetler, Cavanaugh, Freeman, Johnson

NOES:

ABSENT:

Mark E. Johnson
CHAIR, BOARD OF DIRECTORS

ATTEST:

BY: Larry Peterson
DISTRICT CLERK
<table>
<thead>
<tr>
<th>Rule No.</th>
<th>Category</th>
<th>Section 4. Rules and Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>After Hours</td>
<td>No person may remain in a district park or open space after or before posted park hours without a district approved facility use permit or contract. Park hours are between the hours of 6:00 a.m. and 10:00 p.m. unless otherwise posted. Unescorted minors must observe curfew laws.</td>
</tr>
<tr>
<td>2.</td>
<td>Airspace</td>
<td>No person may use hang gliders, air balloons or similar apparatus, or land or take off such apparatus on or from park property without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>3.</td>
<td>Aggressive Panhandling</td>
<td>No person may aggressively panhandle in or on any district facility, park or property. For purposes of this section, “aggressively panhandle” means an immediate request for funds accompanied by verbal or physical threats or coercion, or persisting in requesting funds following a negative response from the individual being solicited.</td>
</tr>
<tr>
<td>4.</td>
<td>Alcohol</td>
<td>No person may drink any malt, spirits or vinous liquor containing more than one-half (1/2) of one percent of alcohol by volume, and no person may hold or exercise control over any open container containing such beverage in or upon any district park or facility, or in or around District permitted activities or athletic events unless such actions have been authorized by the district by special permit or other action of the Board of Directors or District Manager. Persons who bring coolers or similar containers must allow cursory inspection of such items upon request of a Park Ranger.</td>
</tr>
<tr>
<td>5.</td>
<td>Animals</td>
<td>No person may cause animals (including dogs, ferrets and snakes) owned or controlled by the person to be let loose in district parks and facilities, except at such times and under such conditions as may be expressly permitted by the district.</td>
</tr>
<tr>
<td>6.</td>
<td>Animals</td>
<td>No person may bring pets or animals, except guide dogs or other service dogs or in connection with a district approved activity, into a district building without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>7.</td>
<td>Animals</td>
<td>No person may chase, grab, shoot, throw rocks or other objects at or attempt to capture or injure wildlife on district property.</td>
</tr>
<tr>
<td>8.</td>
<td>Animals</td>
<td>No person may feed wildlife, including ducks and geese, in violation of rules that are posted at specific District parks and facilities.</td>
</tr>
<tr>
<td></td>
<td><strong>Bicycles</strong></td>
<td>No person may ride a bicycle on sidewalks or paths located within district parks. Bicycles may be ridden on designated bicycle trails and within parking areas. Bike riders should travel at a reasonably safe speed and may not exceed 15 mph in speed at any time or location. Children 16 and under must wear a bike helmet.</td>
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<td><strong>Buildings</strong></td>
<td>No person may use a district building, equipment, or materials without first obtaining district approval for the use.</td>
</tr>
<tr>
<td></td>
<td><strong>Buildings</strong></td>
<td>No person may ride a bicycle, scooter, skateboard, skates, or in-line skates within a district building, and no person may wear skate shoes or shoes with cleats within a district building.</td>
</tr>
<tr>
<td></td>
<td><strong>Buildings</strong></td>
<td>District restroom sinks may not be used to wash body parts other than hands and arms unless a medical circumstance requires it.</td>
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<tr>
<td></td>
<td><strong>Buildings</strong></td>
<td>A person or their personal property may be inspected by designated district staff members as a condition to being granted admission or entrance into a district facility, activity or event.</td>
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<tr>
<td></td>
<td><strong>Business</strong></td>
<td>No vendors, including but not limited to ice cream, balloon, hotdog, or candy vendors, may operate on district property without a district approved facility use permit or contract.</td>
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<td></td>
<td><strong>Business</strong></td>
<td>No person may conduct or solicit for any trade, occupation, business or profession on district property without a district approved facility use permit or contract.</td>
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<td></td>
<td><strong>Business</strong></td>
<td>No person may distribute any commercial circulars, cards, or written advertising matter, and no person may post, paste, or affix any placard, notice or sign on district property without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td></td>
<td><strong>Business</strong></td>
<td>No person may sell, offer or solicit for sale any goods, vehicles, food, beverage, merchandise, or services on district property without a district approved facility use permit or contract.</td>
</tr>
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<td></td>
<td><strong>Camping</strong></td>
<td>No person may erect an enclosed tent or similar structure on any district property without a district approved facility use permit or contract.</td>
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<td></td>
<td><strong>Camping</strong></td>
<td>No person may sleep in sleeping bags or under blankets in or on district property without a district approved facility use permit or contract. No person may camp or engage in camping activities on any district property except in areas specifically designated for such use, or specifically authorized by a district issued facility use permit or contract. In the absence of a district issued facility use permit or contract, or upon failure to produce the permit or contract when requested, such camping will be declared unlawful and must cease when so ordered by a Park Ranger, Police Officer or other enforcement officer. For purposes of this section, “camping activities” means the laying down of bedding for the purposes of</td>
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<td>sleeping for prolonged or repeated periods of time, the storage of personal belongings such as clothing, foodstuff/beverages, sleeping bags, bedrolls, luggage, backpacks, kitchen utensils, cook ware, and similar materials on district property, the erecting of tents or any structure providing shelter (including but not limited to trees, paper, metal, wood, shrubs or bushes), starting or maintaining a fire, or regularly cooking or preparing meals.</td>
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<tr>
<td>20.</td>
<td>Camping</td>
<td>Otherwise permissible camping is unlawful where it is conducted in such a manner so as to create a nuisance resulting from noise, or inadequate sanitation, or any other activity that otherwise disturbs persons of reasonable sensitivity.</td>
</tr>
<tr>
<td>21.</td>
<td>Damage</td>
<td>No person may cut, pick, disturb, damage, mutilate, destroy, injure, graffiti, deface, remove, or disturb any animal, tree, shrub, bush, flower, plant, rock, wall, gate, post, pole, building, fence, bench, table, or other structure, apparatus or property in or on district property.</td>
</tr>
<tr>
<td>22.</td>
<td>Damage</td>
<td>No person may alter or modify the natural state of parks, open space and trails, or create dirt ramps, dug-outs, or holes, including for the purpose of creating a bike course or embankment, without district staff approval.</td>
</tr>
<tr>
<td>23.</td>
<td>Damage</td>
<td>No person may use a metal detector on any district park or facility without a district issued facility use permit.</td>
</tr>
<tr>
<td>24.</td>
<td>Design Use</td>
<td>No person may walk, climb, stand, or sit upon any district property not designated or customarily used for such purposes.</td>
</tr>
<tr>
<td>25.</td>
<td>Design Use</td>
<td>No person may play baseball except on designated baseball fields expressly set aside for this activity. No person may play softball except on designated softball fields expressly set aside for this activity.</td>
</tr>
<tr>
<td>26.</td>
<td>Design Use</td>
<td>No person may engage in activities which are inconsistent with the intended use or design of a specific area, equipment or apparatus within any park or facility. No person, while in or on district property or facilities, may engage in conduct which is or may be harmful or hazardous to district property, to any person, or to the property of any person.</td>
</tr>
<tr>
<td>27.</td>
<td>Dogs</td>
<td>Dogs must remain on a leash no more than six feet long held continuously in the hands of a person able to control the dog on all district property except within district provided off-leash dog parks. The owner or controller of an animal that defecates (except for guide dogs) must pick up and properly dispose of any feces no more than five minutes thereafter.</td>
</tr>
<tr>
<td>28.</td>
<td>Dogs</td>
<td>The only type of animals allowed in district provided off-leash dog parks are dogs.</td>
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<tr>
<td>29.</td>
<td>Dogs</td>
<td>No children under the age of 6 are allowed in district provided dog parks, and children between the ages of 6 and 12 are allowed into a district provided dog park only with adult supervision.</td>
</tr>
<tr>
<td>30.</td>
<td>Dogs</td>
<td>Dogs entering district provided dog parks must wear a current license issued by the city or county in which the dog’s owner resides.</td>
</tr>
<tr>
<td>31.</td>
<td>Dogs</td>
<td>No more than 4 dogs at one time may be brought into a district provided dog park by any one person.</td>
</tr>
<tr>
<td>32.</td>
<td>Dogs</td>
<td>A person or group using a district facility pursuant to a district issued facility use permit or other contract may exclude dogs from the portion of the facility that is the subject of the district issued permit or contract.</td>
</tr>
<tr>
<td>33.</td>
<td>Filming</td>
<td>No person may film, videotape, or photograph in district parks, buildings or open space for commercial or educational purposes without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>34.</td>
<td>Fires</td>
<td>No person may make or kindle an open fire on district property except in picnic stoves or fire circles provided by the district for that purpose, and no person may operate a barbeque or other cooking device in a manner which will damage turf or district property. No person may make or kindle an open fire in a fire circle without first obtaining a district issued facility use permit, which permit will not be issued and may be revoked on red flag days. Ashes in district furnished picnic stoves or fire circles must be left in place. Ashes in private barbeques brought into a park must be removed from the park or deposited into district provided ash cans if available. Ashes may not be deposited into trash cans, or on the ground. Fires of any kind are not allowed in natural parks or open space without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>35.</td>
<td>Fireworks</td>
<td>No person may possess or use fireworks, including firecrackers, rockets or other similar items customarily associated with Independence Day celebrations, without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>36.</td>
<td>Food &amp; Beverage</td>
<td>No person may bring into a district building any food or beverages unless that person has been given specific authorization to do so by district staff, a district approved facility use permit or contract has been issued, or the person is participating in a program or event approved by the district that provides for or allows the use of food and beverages.</td>
</tr>
<tr>
<td>37.</td>
<td>Gambling</td>
<td>No person may maintain gambling equipment in or on district property, except equipment that is incidental to the playing of bingo by organizations that have qualified for and obtained a permit for such purposes from the City of Simi Valley or the County of Ventura.</td>
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<tr>
<td>38.</td>
<td>Gatherings</td>
<td>No person may hold or conduct any public assemblage, meeting, gathering, group picnic, athletic activity, celebration, parade, service or exercise of 50 or more persons in or on any district property without first having obtained a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>39.</td>
<td>Gatherings</td>
<td>Youth or adult sports groups that come together to play or practice a sport or activity such as, but not limited to, football, soccer, softball, or lacrosse, must use district facilities designed for the sport or activity that they are engaged in.</td>
</tr>
<tr>
<td>40.</td>
<td>Gatherings</td>
<td>A person or group using a district facility pursuant to a district issued facility use permit or other contract may exclude persons from entering the portion of the facility that is the subject of their district issued permit or contract if those persons are not invitees of the permit or contract holder.</td>
</tr>
<tr>
<td>41.</td>
<td>Golf</td>
<td>No person may play golf or otherwise hit any type of golf balls on district property, with the exception of district owned golf courses, without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>42.</td>
<td>Graffiti</td>
<td>No person may use or possess a graffiti implement including, but not limited to, aerosol paint containers, indelible markers, paint sticks, etching tools or other similar devices, to apply graffiti upon any district property.</td>
</tr>
<tr>
<td>43.</td>
<td>Gyms</td>
<td>No person may use any shoes on the gymnasium playing floor except soft-sole basketball or tennis-type shoes. No person may use black sole shoes on the gymnasium floor that may leave marks on the gymnasium playing floor.</td>
</tr>
<tr>
<td>44.</td>
<td>Gyms</td>
<td>No person may use the community center gymnasium showers unless that person is a participant in a recreation program at the community center immediately before or after using the shower and that person’s use of the showers has been approved by the community center supervisor. Shower room lockers are for day use only. Persons using a locker must provide their own lock and remove it and the contents of the locker before leaving. Any items left in the locker at the time of normal closing hours are subject to seizure by the district.</td>
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<tr>
<td>45.</td>
<td>Gyms</td>
<td>No person may enter or remain in the community center building unless that person is wearing clothing and shoes customarily used for the sport or activity in which that person is participating, which will protect that person, other persons, and district property from injury or damage resulting from that person’s participation in the sport or activity. No person may wear shoes with cleats, stubs, or spikes inside the community center building. No person may wear leather sole or leather heel soles on wood floors in the community center building.</td>
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<td>46.</td>
<td>Horses</td>
<td>No person may ride a horse or animal of any description onto or over land owned, managed, controlled or operated by the district except upon areas, such as trails, designated by the district for such use and at times designated by the district for such use.</td>
</tr>
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<td>47.</td>
<td>Horses</td>
<td>No person may permit a horse that is owned or controlled by that person to enter turf grass, planters, or other planted areas within district property.</td>
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<td>48.</td>
<td>Horses</td>
<td>No person may permit a horse that is owned or controlled by that person to be unattended and unsupervised within district property at any time except in designated areas, tethered or otherwise approved by the district with a facility use permit or contract.</td>
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<tr>
<td>49.</td>
<td>Horses</td>
<td>Horses must be kept at a walking pace when horseback riding is occurring on district trails.</td>
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<tr>
<td>50.</td>
<td>Horses</td>
<td>No person may use a corral used for a turn-out for a continuous period in excess of one hour.</td>
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<tr>
<td>51.</td>
<td>Horses</td>
<td>No person may place a horse port-a-stall or other temporary corral on district property without a written permit from the district.</td>
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<tr>
<td>52.</td>
<td>Horses</td>
<td>No person may wash horses or related equipment on district property without an approved facility use permit.</td>
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<td>53.</td>
<td>Inflatable Jumpers, slides and movie screens, dunk tanks and other similar types of items may not be placed on district property without a district approved facility use permit or contract. If a use is approved, any generators must be placed on plywood and in a way that reduces the likelihood of damage or injury from heat or moving parts, and electrical cords must be laid to reduce tripping hazards. Refilling gas operated generators must be done without spilling fuel on grass.</td>
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<tr>
<td>54.</td>
<td>Language Conduct</td>
<td>No person may use toward any other person any abusive, insulting or obscene language or gesture, or any language or gesture naturally tending to create a breach of the peace, or to be guilty of conduct tending to provoke a breach of the peace, or to make any loud and offensive noises tending to disturb the peace.</td>
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<tr>
<td>55.</td>
<td>Loiter</td>
<td>No person will loiter inside or outside a district building.</td>
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<tr>
<td>56.</td>
<td>Loiter</td>
<td>Loitering is prohibited under bridges.</td>
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<tr>
<td>57.</td>
<td>Nudity</td>
<td>No person may appear nude in district facilities or on district property. For purposes of these regulations, “nude” means unclothed or in such a state of undress as to expose any part or portion of the pubic or anal region or genitalia of any person, or any portion of the breast at or below the areola thereof of any female person.</td>
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<tr>
<td>58.</td>
<td>Nuisance</td>
<td>Whenever any person creating, causing, committing, or maintaining a public nuisance as defined under State law or other ordinance or regulation, has been given notice by a Park Ranger or other authorized district employee to abate such nuisance or cease and desist from continuing such nuisance or violation of law, and such person who was given notice fails, refuses, or neglects to comply with the notice within the time specified therein, or if such a time is not specified, then within a time reasonably sufficient to enable compliance, the person will be liable to the district for any and all costs and expenses that the district incurs as a result of abating the nuisance and obtaining compliance with or enforcing the law. Costs and expenses may include but are not limited to direct costs and expenses of personnel, operational overhead, fees for experts or consultants, legal costs or expenses, including attorneys' fees, claims against the district arising as a consequence of the nuisance or violation, and procedures associated with collecting moneys due hereunder.</td>
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<td>59.</td>
<td>Parking</td>
<td>No person may park, abandon or otherwise allow to remain on district parks or facilities between the hours of 10:00 p.m. and 6:00 a.m. automobiles, trailers, campers, motor homes, recreational vehicles, unless district permission has been expressly granted or parking is required for attendance at a district activity.</td>
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<tr>
<td>60.</td>
<td>Parking</td>
<td>No person may violate the following curb markings within district parks, facilities, and parking areas: Red indicates no stopping, standing or parking, whether the vehicle is attended or unattended. Yellow indicates stopping only for the purpose of loading or unloading passengers or freight for no more than ten minutes. White indicates stopping for the purpose of loading or unloading of passengers for no more than five minutes. Green indicates 30 minute parking. Blue indicates parking limited exclusively to the vehicles of physically handicapped persons as described in the California Vehicle Code.</td>
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<tr>
<td>61.</td>
<td>Parking</td>
<td>No person may park motorcycles or other motorized vehicles (with the exception of wheelchairs or similar devices), whether attended or unattended, on district parks or facilities except at parking lots provided by the district or as otherwise permitted by a district approved facility use permit or contract.</td>
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<td>62.</td>
<td>RC</td>
<td>No person may operate powered or line-attached model crafts of any kind or description or motorized or self-propelled vehicles on or over district parks, park waters, or facilities. Remote control gliders and airplanes, but not helicopters, may be operated only in areas set aside for those activities, and only at times those facilities are not being used for their originally designed purpose by other park patrons.</td>
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<td>63.</td>
<td>Recycling</td>
<td>The collection of recyclable materials by any person must be completed without impacting the use of district facilities by other park patrons, and all recyclable items collected must be promptly removed from the park.</td>
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<td>64.</td>
<td>Restrooms</td>
<td>No person may loiter in or about any toilet facility or restroom.</td>
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<td>65.</td>
<td>Restrooms</td>
<td>No person over the age of seven years may enter or use restrooms other than those provided for that person’s gender. Personal health care providers or assistants may enter restrooms to provide assistance to their patient after first announcing their intent to enter the restroom and then obtaining permission to enter from those already in the restroom. No person may encourage or invite another person over the age of seven years to enter or use a restroom which is not provided for the gender of the person so encouraged or invited.</td>
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<td>66.</td>
<td>Restrooms</td>
<td>No person may urinate or defecate in or on district property except in toilets or urinals located in portable or restroom buildings.</td>
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<td>67.</td>
<td>Skateboards</td>
<td>No person may ride a skateboard or similar device within district parks, unless a sign is posted that specifically allows such activity within a defined area.</td>
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<td>68.</td>
<td>Smoking</td>
<td>No person may smoke within a district park, building or open space; provided, however, that persons may smoke cigars, cigarettes or other tobacco products on a district golf course or in designated smoke zones.</td>
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<td>69.</td>
<td>Sound</td>
<td>No person may use sound-amplifying equipment without a district approved facility use permit. The users of sound equipment must abide by any specific limitations noted upon the use permit, and must abide by the orders and directions of District employees in the operation of the sound-amplifying equipment.</td>
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<td>70.</td>
<td>Sound</td>
<td>No person may use their voice or make noise in a district park or facility (which includes but is not limited to buildings, parking lots, sidewalks, walkways, parks) in a loud, unusual, penetrating or boisterous manner that results in discomfort or annoyance to a reasonable person of normal sensitivity where there is no substantial effort to communicate with any such individual or to communicate at a lower volume of sound or in a more reasonable manner. The standards that will be considered in determining whether a violation of this section exists include the following:</td>
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<tr>
<td>1.</td>
<td>The volume of the noise;</td>
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<td>2.</td>
<td>The intensity of the noise;</td>
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<td>3.</td>
<td>Whether the noise can be heard from a distance of 50 feet or more from the noise source; or from a distance determined to be reasonable under the circumstances by the officer at the scene;</td>
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<td>4.</td>
<td>The nature and zoning of the area within which the noise emanates;</td>
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<td>5.</td>
<td>The time of the day or night the noise occurs;</td>
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<td>6.</td>
<td>The duration of the noise;</td>
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<td>7.</td>
<td>The extent to which nearby persons and the activities of such persons are disturbed by the noise; and</td>
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<td>8.</td>
<td>The extent to which the individual making the noise was requested to cease the disturbance or lower the volume of the noise and such person failed to do so.</td>
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No person will be cited under this section unless the person engages in conduct prohibited by this section after having been notified by an enforcement officer that the conduct violates this section.

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<tbody>
<tr>
<td>71.</td>
<td>Trash</td>
<td>No person may dump, deposit, or leave any bottles, broken glass, paper boxes, clothes, shoes, chairs, ice chests, cans, dirt, rubbish, waste, garbage, refuse or other trash on district property except that such items which are incidental to the use of the park or facility may be deposited in receptacles provided by the district for disposal of same. If no trash receptacles are provided, all trash must be removed by park visitor.</td>
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<tr>
<td>72.</td>
<td>Trash</td>
<td>No person may leave the shells of seeds or nuts such as sunflower, peanut and pistachio on the ground, on a bleacher, bench or other park amenity as they are considered to be garbage and must be properly disposed of in a trash can or otherwise removed from the district facility.</td>
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<tr>
<td>73.</td>
<td>Vehicles</td>
<td>No person may repair, renovate or paint any vehicle on district property, unless the repairs performed are of an emergency nature, and they are required in order to permit the vehicle to be moved.</td>
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<tr>
<td>74.</td>
<td>Vehicles</td>
<td>No person may drive any vehicle on district property (including parking lots, trails, walkways, park entrances) at a speed greater than the posted speed limit.</td>
</tr>
<tr>
<td>75.</td>
<td>Vehicles</td>
<td>No person may drive a vehicle on turf grass without an approved district facility use permit.</td>
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<td>76.</td>
<td>Waters</td>
<td>No person may swim, wade, or enter into any park waters which are not designated for public swimming and no parent, legal guardian, or any other person in charge of any minor child may permit the minor child to enter any pond, lake, lagoon, or other water feature on or in district parks that is not designed and operated as a swimming pool or children’s splash pad.</td>
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<tr>
<td>77.</td>
<td>Waters</td>
<td>No person may place or operate any boat, canoe, kayak, raft, or other watercraft that may hold one or more person in any park waters.</td>
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<td>78.</td>
<td>Weapons</td>
<td>No person may carry or discharge firearms, gas or air-powered weapons, rockets, axes, hatchets, offensive knives, weapon replicas, training weapons, slings or slingshots or throw stones or other missiles on or in district property. Bows and arrows may be used on district property only in district designated areas.</td>
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