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

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

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

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

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

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

We appreciate your attendance and hope to see you again.

BOARD OF DIRECTORS

Chair
Elaine Freeman

Vice Chair
Ed Abele

Director
Mark Johnson

Director
Kate O’Brien

Director
Brian Dennert

STAFF
District Manager
Dan Paranick
1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. AGENDA REVIEW

4. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA)

5. APPROVAL OF MINUTES

6. SCHEDULED ITEMS AND PUBLIC HEARINGS

7. CONSENT AGENDA (Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion approving the Consent Agenda. If discussion is desired the item may be removed from the Consent Agenda upon a Director’s request.)
   a. 12/15/18 Accounts Payable Check Register

8. CONTINUED BUSINESS

9. NEW BUSINESS
   a. Approval of 2019 Board of Directors Standing Committee List
   b. Approval of FY 2019-20 District Budget Calendar
   c. Approval of Award of Contract for the Rancho Simi Community Park Modular Pool Building Expansion Project
   d. Approval of Lease Agreement between Rancho Simi Recreation and Park District and the Simi Valley Unified School District for the Installation, Operation, and Maintenance of Office, Classroom, and Storage Space at the Rancho Simi Community Park Pool Complex
   e. Authorization to Solicit Proposals for Simi Hills Golf Course Food and Beverage Concession and to Modify Terms with Current Concessionaire
   f. Authorization to Solicit Proposals for Simi Hills Golf Course Cart Fleet Contract

10. WRITTEN COMMUNICATIONS OF NOTE

11. REPORTS BY BOARD MEMBERS

12. REPORT BY DISTRICT MANAGER
13. CLOSED SESSION

a. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Berriz Law Group on behalf of David Allenbrand
Agency Claimed Against: Rancho Simi Recreation and Park District

14. ADJOURNMENT

[Signature]
Dan Paranick, District Manager
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88869 12/14/2018  HOLLY DIPOMA - dance instructor  dance instructor  Instructor Fees  879.10
88870 12/14/2018  DUNN-EDWARDS CORP. - Invoices  2057328574  SV/OP- PAINT  Maintenance - Other  317.01
88871 12/14/2018  ENGRAVING WIZARD - Invoices 27190, 27191, 27199, 27228  27190  Plaque for Jay Johnson  Special Department Expense  1,143.56
88872 12/14/2018  ENVICOM CORPORATION - Invoices 14342, 14563  14342  BMX Bike Park  BMX Raceway  6,135.35
88873 12/14/2018  ENVICOM CORPORATION - Chumash Park  14580  Chumash Park  Capital Improvements  525.30
88874 12/14/2018  FENCE FACTORY - SIMI VALLEY  109392  SiMI VALLEY  Maintenance - Other  219.67
88875 12/14/2018  FERGUSON ENTERPRISES INC.#1350 - Invoices 6663185, 6675402, 66754021, 6678515  6663185  SV Elec/Plumb Supplies..  Maintenance - Other  800.16
88876 12/14/2018  FOUR SEASONS LANDSCAPE - Vandalism Tree Removal O.P.  23922  Vandalism Tree Removal O.P...E  Contract Services Grounds  1,850.00
88877 12/14/2018  PAUL GARRON - tennis instructor  tennis instructor  Instructor Fees  2,680.77
88878 12/14/2018  LORI GILDOW - computer instructor  computer instructor  Instructor Fees  178.50
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88881 12/14/2018  GORIAN AND ASSOCIATES - Irvine Road Bridge Replacement Project  42929  Irvine Road Bridge Replacement  Capital Improvements  572.80
88882 12/14/2018  MELODIE GRAMMONT - Invoices ,  kindermusik instructor  Instructor Fees  661.20
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<tr>
<td>88947</td>
<td>12/14/2018</td>
<td>XEROX CAPITAL SERVICES-PMO - Copier</td>
<td>Rent for Copier in Recreation</td>
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<td>88948</td>
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<td>XEROX-REC - Lease for Copier in Recreation</td>
<td>Rents &amp; Leases - Equipment District</td>
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**Total Checks:** 763,081.95
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: January 3, 2019
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of 2019 Board of Directors Standing Committee List

SUMMARY

As part of its duties and responsibilities, the Board of Directors operates with a standing list of committees to which individual Board Members are assigned to undertake additional policy level duties that are needed to support the District’s programs and services. The Standing Committee List identifies committees with a particular policy focus area. In addition to the list of internal standing committees, the list also includes Board Member liaison appointments to various partner agencies, organizations and groups.

Each year, subsequent to the rotational change of the Chair and Vice Chair positions on the Board, or at other times throughout the year when needed, the Board reviews and updates the Standing Committee List. Per District Policy 7-301-C, all special committees are to be appointed by the Presiding Officer by a majority Vote of the Board of Directors. In accordance with the Policy, the Chair of the Board worked with the District Manager to update the list for 2019. Accordingly, staff recommends that the Board approve the attached 2019 Board of Directors Standing Committee List.

RECOMMENDATION

Staff recommends the Board of Director’s approve the 2019 Board of Directors Standing Committee List.

Dan Paranick
District Manager
## RANCHO SIMI RECREATION AND PARK DISTRICT
### BOARD OF DIRECTORS - COMMITTEE ASSIGNMENTS

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>2019</th>
<th>CHAIR</th>
<th>MEMBER</th>
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<tbody>
<tr>
<td><strong>STANDING</strong></td>
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<tr>
<td>Advance Planning</td>
<td>Elaine Freeman</td>
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<td>Finance</td>
<td>Mark Johnson</td>
<td>Ed Abele</td>
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<td>Golf Courses</td>
<td>Ed Abele</td>
<td>Mark Johnson</td>
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<td>Historical</td>
<td>Elaine Freeman</td>
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<td>Oak Park</td>
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<td>Personnel</td>
<td>Brian Dennert</td>
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<td>Policy</td>
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<td>Resource Efficiency</td>
<td>Kate O'Brien</td>
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<td>Safety</td>
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<td>Special Events</td>
<td>Ed Abele</td>
<td>Brian Dennert</td>
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<tr>
<td>Youth Activities (Soccer Fd., Boys &amp; Girls Club)</td>
<td>Mark Johnson</td>
<td>Brian Dennert</td>
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<td><strong>LIAISON</strong></td>
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<tr>
<td>CARPD</td>
<td>Mark Johnson</td>
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<td>CSDA</td>
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<td>Chamber of Commerce</td>
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<td>City Council</td>
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<td>Cultural Arts Foundation</td>
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<td>Murphy Estate JPA</td>
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<td>Neighborhood Council #1</td>
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<td>Neighborhood Council #2</td>
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<td>Neighborhood Council #3</td>
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<td>Neighborhood Council #4</td>
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<td>Planning Commission</td>
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<td>Police Foundation</td>
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<td>Santa Monica Mountains Conservancy Advisory Committee</td>
<td>Mark Johnson</td>
<td>Elaine Freeman</td>
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<td>School Districts (S.V. &amp; O.P.)</td>
<td>Mark Johnson</td>
<td>Brian Dennert</td>
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<td>Supervisor Relations</td>
<td>Elaine Freeman</td>
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<td>Tri-Agency Liaison</td>
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<td>Elaine Freeman</td>
<td></td>
</tr>
<tr>
<td>- Task Force on Heroin Subcommittee</td>
<td>Kate O'Brien</td>
<td>Elaine Freeman</td>
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<tr>
<td>VCSDA</td>
<td>Elaine Freeman</td>
<td>Kate O'Brien</td>
<td></td>
</tr>
</tbody>
</table>
DATE: January 3, 2018

TO: District Manager

FROM: Director of Administration

SUBJECT: Approval of FY 2019-20 District Budget Calendar

SUMMARY

The proposed 2019-20 District Budget Calendar is attached. This Calendar sets forth the various dates by which certain aspects of the Budget preparation and adoption process shall occur, and also reflects the various dates by which action is required to consider the District’s annual maintenance assessment.

BOARD ACTION REQUESTED

Staff recommends the Board approve the attached FY 2019-20 District Budget Calendar.

Theresa Pennington
Director of Administration
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 21</td>
<td>Passage of Resolution designating Engineer of Work and directing the preparation of the Engineer's Report in connection with the maintenance assessment levy</td>
</tr>
<tr>
<td>March 15</td>
<td>District to provide Engineer of Work with updates to the District park inventory (page 1 and 2 of the Engineer's report)</td>
</tr>
<tr>
<td>March 22</td>
<td>Initiate budget process and distribute Preliminary Budget Worksheets</td>
</tr>
<tr>
<td>May 1</td>
<td>Department submission of completed Budget Worksheets listing proposed detailed operating budgets, personnel recommendations and capital outlay requests</td>
</tr>
<tr>
<td>May 17</td>
<td>District to complete preliminary budget and forward to Engineer of Work</td>
</tr>
<tr>
<td>May 30</td>
<td>Budget Workshop</td>
</tr>
<tr>
<td>May 31</td>
<td>Engineer of Work to complete and file Engineer's Report with District</td>
</tr>
<tr>
<td>June 6</td>
<td>Presentation of the Prop. 4 Appropriation Limitation, and Board approval to publish legal notice (minimum 15 days' notice required)</td>
</tr>
<tr>
<td></td>
<td>Resolution of intention to levy annual assessment, preliminarily approving Engineer's Report, scheduling public hearing, and approving publishing of legal notice (minimum 10 days' notice required)</td>
</tr>
<tr>
<td>June 20</td>
<td>Presentation and adoption of the District’s Preliminary Budget</td>
</tr>
<tr>
<td></td>
<td>Board approval to publish notice of 2 public hearings (one in Oak Park and one in Simi Valley) on District Budget</td>
</tr>
<tr>
<td></td>
<td>Public hearing and Board approval of resolution approving Engineer’s Report and levying annual assessments (must be in June)</td>
</tr>
<tr>
<td>July 18</td>
<td>Board approval of the Proposition 4 Appropriations Limitation</td>
</tr>
<tr>
<td>July 18</td>
<td>Submission of assessments to County (legal deadline is August 10th)</td>
</tr>
<tr>
<td>July 18</td>
<td>Public Hearing to be held in Simi Valley on District Budget, Project Priorities and 3-year Capital Improvement Program</td>
</tr>
<tr>
<td>August 15</td>
<td>Public Hearing to be held in Oak Park on District Budget, Project Priorities and 3-year Capital Improvement Program</td>
</tr>
<tr>
<td>October 3</td>
<td>Approval of Resolution Adopting Annual Budget and approval of Project Priorities and 3-Year Capital Improvement Program</td>
</tr>
</tbody>
</table>
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: January 3, 2019

TO: District Manager
FROM: Director of Planning and Maintenance

SUBJECT: Approval of Award of Contract for the Rancho Simi Community Park Modular Pool Building Expansion Project

Background and Overview:

At its meeting of October 4, 2018, the Board of Directors authorized the solicitation of bids for the Rancho Simi Community Park Modular Pool Building Expansion Project. This project is a joint venture between the Simi Valley Unified School District and the Park District to install two modular building units in the southeasterly corner of the pool complex to alleviate the problem of inadequate classroom and storage space to house and operate aquatic programs at the Rancho Simi Community Pool Complex.

The overall project will be broken down into two separate phases of construction. The Park District is responsible for the installation of an approximate 70’ x 70’ concrete pad contiguous to the existing pool deck and all related chain-link fence and site modifications. The School District will be responsible for providing and installing the modular buildings on the concrete pad in conformance with the Division of the State Architect (DSA) standards, including all necessary utility connections. In order to construct the improvements under DSA standards, a special lease agreement for the area of improvement needs to be executed with the School District. The terms and conditions of this lease agreement are the topic of a separate companion staff report on tonight’s agenda.

Current Findings:

A Notice Inviting Bids for the project was published in the Ventura County Star on October 28, 2018. Six contractors received bid packages for the project.

On November 20, 2018, 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>
</tr>
</thead>
<tbody>
<tr>
<td>Ardalan Construction Co., Inc., Thousand Oaks, CA</td>
<td>$44,700</td>
</tr>
<tr>
<td>HH Construction, Simi Valley, CA</td>
<td>$54,272</td>
</tr>
<tr>
<td>Y.Ko. Construction Co., Inc., Woodland Hills, CA</td>
<td>$66,900</td>
</tr>
</tbody>
</table>
Staff is recommending that the contract be awarded to the apparent lowest responsible, responsive bidder, Ardalan Construction Company, Inc. Ardalan Construction Company has previous experience working for the Park District with the successful completion of the Runkle Canyon Park Stormwater Improvement Project, R.P. Strathearn Historical Park Barber Shop Renovation Project, and the R.P. Strathearn Historical Park Pitting Shed Restoration and Historic Preservation Project. Most recently, Ardalan Construction Company was awarded and is in the process of completing the Irvine Road Bridge Replacement Project. Staff is confident in the ability of Ardalan Construction Company to construct and complete this project in conformance with the plans and specifications for the project.

**Fiscal Impact:** Adequate funds for this project have been earmarked in the District’s Approved Budget for FY 2018-19 under the Assessment Fund (Fund 30) in the amount of $59,070.

**Board Action Requested:**

That the Board:

1. Award a contract for the Rancho Simi Community Park Modular Pool Building Expansion Project to Ardalan Construction Co., Inc., of Thousand Oaks, CA in the amount of $44,700.

2. Authorize the District Manager to execute an Agreement with the awarded company on behalf of the Park District and to amend the Agreement for project contingencies in an amount not to exceed $7,500, if and when the need arises for extra work or modifications to the project.

Wayne Nakaoka
Director of Planning and Maintenance
Agreement With
Ardalan Construction Company, Inc.
for the
Rancho Simi Community Park
Modular Pool Building
Expansion Project
RANCHO SIMI RECREATION AND PARK DISTRICT

PUBLIC WORKS CONTRACT PROJECT
RANCHO SIMI COMMUNITY PARK MODULAR POOL BUILDING EXPANSION PROJECT

THIS AGREEMENT "Agreement" is made and entered into this _____ day of _____________, 2019, by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California hereinafter called DISTRICT, and ARDALAN CONSTRUCTION COMPANY, INC., 8 E. Gainsborough Road, Thousand Oaks, CA 91360, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

A. DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before November 20, 2018, for the following:

   Rancho Simi Community Park Modular Pool Building Expansion project

   in the City of Simi Valley, California, hereinafter called PROJECT.

B. On November 20, 2018, at 2:00 P.M., in the DISTRICT offices, these bids were opened.

C. At its regular meeting held on January 3, 2019, the DISTRICT’S Board of Directors accepted the bid of CONTRACTOR for the PROJECT as being the lowest responsive and responsible 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 in this AGREEMENT, said parties 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 documents comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made a part hereof as though they were fully set forth herein.

ARTICLE II

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

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of Forty-Four Thousand, Seven Hundred and no/00 Dollars ($44,700.00), based upon those certain unit prices set forth in CONTRACTOR's Bid Schedule, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain five percent (5%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

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

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

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

ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT Notice to Proceed and shall complete work on the PROJECT within Twenty-One (21) consecutive 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, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, 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 all applicable law and 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. (Labor Code §1773.2.)

CONTRACTOR is aware of and agrees to abide by Labor Code sections 1775 and 1813, pertaining to statutory penalties for failure to comply with payment of prevailing wages. (Labor Code §§ 1775(a)(2)(E), 1810-1815.)

CONTRACTOR is aware of and agrees to abide by Labor Code section 1776, pertaining to the retention and inspection of payroll records. (Labor Code §1776(i).)
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.

Furthermore, if federal funds are used to pay for the work, CONTRACTOR and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

Contractor and Subcontractor Registration

Under Labor Code section 1771.1, a contractor or subcontractor shall not 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 § 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).

ARTICLE VIII

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

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

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

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

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

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

D. In the event of a dispute between DISTRICT and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX

To the greatest extent allowed by law, CONTRACTOR shall assume the defense of and indemnify and hold-harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR’s work, and from any and all claims, loss, damage, injury and liability, however the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, except for and excluding any claims, loss, damage, injury or liability arising from the sole negligence, willful misconduct, or active negligence of the DISTRICT.

(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.

The provisions of this section will survive the expiration or earlier termination of this AGREEMENT.

ARTICLE X

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

ARTICLE XI

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

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

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

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

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

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

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

(d) **NOTICE TO COMMENCE WORK** - The DISTRICT will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this 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 General Manager shall have cause to be recorded a Notice of Completion with the office of the Ventura County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the 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.

ARTICLE XVI

In entering into this AGREEMENT or a contract with a subcontractor to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR and any subcontractor will be deemed to have offered and agreed to assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the PROJECT. This assignment will be deemed made and will become effective at the time DISTRICT tenders final payment to CONTRACTOR, without further acknowledgement by the parties.
ARTICLE XVII

A. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this AGREEMENT and to bind it to the performance of its obligations.

B. This AGREEMENT is binding upon the heirs, executors, administrators, successors and permitted assigns of the parties.

C. This AGREEMENT is the entire, complete, final and exclusive expression of the parties with respect to the work to be performed under this AGREEMENT and supersedes all other agreements or understandings, whether oral or written, between CONTRACTOR and DISTRICT prior to the execution of this AGREEMENT.

D. No amendment to or modification of this AGREEMENT will be valid unless made in writing and approved by CONTRACTOR and by DISTRICT board, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

E. This AGREEMENT may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this AGREEMENT will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

F. Waiver by any party of any term, condition, or covenant of this AGREEMENT will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by DISTRICT of any work performed by CONTRACTOR will not constitute a waiver of any of the provisions of this AGREEMENT.

G. This AGREEMENT will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this AGREEMENT with legal counsel. The AGREEMENT will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

H. If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT will not be affected and the AGREEMENT will be read and construed without the invalid, void or unenforceable provision.

I. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

SIGNATURES ON FOLLOWING PAGE 10
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the _____ day of __________________, 2019, by their respective officers duly authorized in that behalf.

ATTEST:                                           RANCHO SIMI RECREATION AND PARK DISTRICT:

Dan Paranick, District Clerk                      by _______________________________

Dan Paranick, District Manager

APPROVED AS TO FORM:                              ARDALAN CONSTRUCTION COMPANY, INC.,

Brian A. Pierik, District Counsel                 A California Corporation:

by _______________________________                by _______________________________

President                                           Secretary
EXHIBIT "A"

CONTRACTOR'S BID SCHEDULE
PROPOSAL

PROJECT: Rancho Simi Community Park – Modular Pool Building Expansion Project (Concrete Pad Construction)

PROJECT NO: 09-2018-06

PROJECT LOCATION: 1785 Royal Ave, Simi Valley, CA 93065

BIDDER: ARDALAN CONSTRUCTION COMPANY, INC.

BID OPENING DATE: Tuesday, November 20th, 2018

TIME: 2:00 p.m.

TO THE BOARD OF DIRECTORS
RANCHO SIMI RECREATION AND PARK DISTRICT
4201 Guardian Street
Simi Valley, California 93063

Directors:

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 – Modular Pool Building Expansion Project (Concrete Pad Construction)

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 twenty-one (21) consecutive calendar days from and after executing the Agreement.

Bid Proposal

BIDDER’S INITIALS

33
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, and addenda, and other Contract Documents, for the following sum:

The lump sum of FOURTY FOUR THOUSAND SEVEN HUNDRED DOLLARS

($44,700.00)

UNIT PRICES

All bidders are required by the District to submit itemized unit prices for the Base Bid and or Additive Bid Alternatives 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 and Additive Bid Alternatives shown on page 00401-2.

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>
</table>

***GENERAL***

1. MOBILIZATION          1      JOB  L.S.  $4,000.00
2. DEMOLITION / CLEAR & GRUB 1      JOB  L.S.  $6,000.00
3. EARTHWORK / GRADING    1      JOB  L.S.  $9,000.00

***CONSTRUCTION***

4. CONCRETE PAVING       1      JOB  L.S.  $23,000.00

Bid Proposal 00401 - 2

BIDDER'S INITIALS J.A.
AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsible Bidder complying with these instructions and with the Notice Inviting Bids. The District, however, reserves the right to reject all bids, reject non-responsive bids and, so far as permitted by law, to waive any informality in the bids. If an award is made, the Contract shall be awarded within forty-five (45) calendar days after the opening of the bids.

The District will award this Contract under the following provisions.

A. The method for calculating the lowest bid will be as follows:

   The lowest ‘Base Bid’ proposal price conforming to the plans and specifications for the project.

B. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the District from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

C. Within ten (10) days of the mailing by the District of the notification of award of Contract, the Contractor shall provide all bonds required and execute the formal Contract in proper form.

D. Within fifteen (15) days from the mailing by the District of notification to commence work, the Contractor shall commence work and shall complete the same within the allotted time and in accordance with the Contract Documents.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid General Engineering (A) contractor's license issued by 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.
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
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 Incidental" (haul route plans, insurance certificates, securities, etc.) necessary to obtain the permits shall be provided by the contractor as part of the project's 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 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.

D.I.R. 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.

**DESIGNATION OF SUBCONTRACTORS:** See Subcontractors List Document 00430.

**ADDENDA**

This bid includes ADDENDUM NO: N/A 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 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 ARDALAN CONSTRUCTION COMPANY, INC.

BY MOZAFAR ARDALAN

TITLE PRESIDENT

S.E. GAINSBOROUGH RD.

ADDRESS THOUSAND OAKS, CA 91360

PHONE NO. 805-496-7273

CONTRACTOR'S LICENSE NO. 893121 EXP. DATE 03/31/2019

PRIMARY CLASS A

SECONDARY CLASS B

D.I.R. REGISTRATION NUMBER 1000000782

Date: 11/20/2018

(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 00401-8 BIDDER'S INITIALS Y. A.
**SUBCONTRACTORS LIST**

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

**BY:** ARDALAN CONSTRUCTION COMPANY, INC., hereinafter called "Bidder"

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

**Rancho Simi Community Park**
**Modular Pool Building Expansion Project**
**(Concrete Pad Construction)**

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.

The prime contractor must also list sub-contractors working for sub-contractors for this project providing that they are performing Work equal to 1/2 of 1 percent of the total proposed Contract Sum.

<table>
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<tr>
<th>NO.:</th>
<th>PORTIONS OF THE WORK</th>
<th>SUBCONTRACTOR NAME, ADDRESS &amp; PHONE NO.</th>
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(PLEASE DUPLICATE AND ATTACH ADDITIONAL PAGES AS REQUIRED)

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

Provide signature identical to that shown on the Bid Form:

**BIDDER:** ARDALAN CONSTRUCTION COMPANY, INC.  
**DATE:** 11/20/2018

END OF DOCUMENT

Subcontractors List  
00430-1
AFFIRMATIVE ACTION PROGRAM

Contractor/Subcontractor EEO Status Report

In compliance with Chapter IV (commencing with Section 30) of Division 1 of Part 1 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 ARDALAN CONSTRUCTION COMPANY, INC. Telephone (805) 496-7273
Street Address 8 E. GAINSBOROUGH ROAD
City THOUSAND OAKS State CA Zip Code 91360
Number of Employees 7
This Firm is:

X Independently Owned and Operated

An Affiliate
Parent Company: __________________________________________

or

A Subsidiary
Address: __________________________________________

or

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.

X

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

X

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

X
Developed a written Affirmative Action Program: X

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 non-segregated facilities and certifies ___ (does not certify ___) compliance with that requirement.

Signature ____________________________

Title ________________________________

Date 11/20/2018

END OF DOCUMENT.
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto the Rancho Simi Recreation and Park District, hereinafter called the District, in the penal sum of Ten percent of amount bid Dollars ($10% of amount 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 November 20, 2018, attached hereto for the WORK of the Project entitled: Rancho Simi Community Park – Modular Pool Building Expansion Project (Concrete Pad Construction) 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 15th day of November, 2018, 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
By: Mozafar Ardalan, President

(Corporate Seal) Surety
By: Kevin F. Reed, Attorney-in-Fact

END OF DOCUMENT

Bid Bond
00411-1
POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Marcus Reed; Kevin P. Reed

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

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

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

By: 

David M. Carey
Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 8th day of October 2017 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized to do so, execute the foregoing instrument for the purpase thereof contained by signing on behalf of the Corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

Notary Seal
Teresa Pastella, Notary Public
Limerick Township, Montgomery County
My Commission Expires March 30, 2021

Teresa Pastella
Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies.

By: 

Renee C. Llewellyn
Assistant Secretary

[Signature]

15th day of November 2018

126 of 300
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 November 15, 2018 before me, Brandon K. Grindel, Notary

(insert name and title of the officer)

personally appeared Kevin P. Reed, Attorney-in-Fact

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

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

WITNESS my hand and official seal.

[Signature]

(Seal)
11/20/2018

To Who It May Concern,

Mozafar Ardalan is the President of Ardalan Construction Company, Inc. and is authorized to sign on behalf of the corporation.

Respectfully,

Lea McLaughlin, Secretary
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: January 3, 2019
TO: Board of Directors
FROM: District Manager

SUBJECT: Approval of Lease Agreement between Rancho Simi Recreation and Park District and the Simi Valley Unified School District for the Installation, Operation, and Maintenance of Office, Classroom, and Storage Space at the Rancho Simi Community Park Pool Complex

SUMMARY

The Rancho Simi Community Pool Complex has a need for additional office, classroom and storage space to house and operate aquatics related programming, including space for both Rancho Simi Recreation and Park District (Park District) aquatics programs and Simi Valley Unified School District (School District) aquatics programs associated with Royal High School. To meet the need, the Park District and School District have agreed to install two modular building units in the southeasterly corner of the Pool Complex.

Accordingly, the attached lease agreement for the construction, operation and maintenance of a concrete pad and the two modular units has been cooperatively developed for Board of Directors consideration. As proposed, the Park District will construct a 70’ x 70’ concrete pad at its cost and expense and lease the improved property to School District at its costs and expense. In exchange, the School District will provide for and install two modular units, will lease one of the units to the Park District for its use and will provide for the maintenance and upkeep of the units, including utility costs, at its cost and expense. Once installed, the Park District will use one of the buildings for office, storage, and classroom space needed for Park District programs and the School District will use one of the units to provide for space and storage needs in support of the Royal High School Aquatics. The proposed agreement includes an initial term of approximately 5 years and 6 months, ending on June 30, 2024 and a provision allowing for an extension of the initial term for an additional five years. Other provisions of the proposed agreement address termination, indemnification, assignment and insurance requirements.

There is a companion item on tonight’s agenda requesting that the Board approve awarding a contract to construct the concrete pad.

RECOMMENDATION

Staff recommends the Board of Directors approve and authorize the District Manager to execute the Lease Agreement between the Rancho Simi Recreation and Park District and the Simi Valley
Unified School District for the Installation, Operation, and Maintenance of Office, Classroom, and Storage Space at the Rancho Simi Community Park Pool Complex

Dan Paranick
District Manager
LEASE AGREEMENT BETWEEN
RANCHO SIMI RECREATION AND PARK DISTRICT
AND SIMI VALLEY UNIFIED SCHOOL DISTRICT
FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF TWO
MODULAR BUILDINGS AT THE RANCHO SIMI COMMUNITY PARK POOL
COMPLEX

This Lease Agreement ("Lease Agreement") is made and entered into by and between the SIMI VALLEY UNIFIED SCHOOL DISTRICT, a public School District of Ventura County, California, (hereinafter referred to as "School District") and the RANCHO SIMI RECREATION AND PARK DISTRICT, a public Recreation and Park District of Ventura County, California, (hereinafter referred to as "Park District"). This Lease Agreement will be effective as of the date signed by the last party to sign ("Effective Date").

For and in consideration of their mutual promises, obligations assumed, releases given, authorizations given, and the other considerations contained herein, the parties hereto agree as follows:

1. Factual Background and Authority

1.1 The California Public Resources Code and the California Education Code authorize and encourage School Districts and Park Districts to cooperate with each other in providing facilities and programs for community education and recreation.

1.2 In order to provide the best possible educational and recreational facilities and programs to residents of their districts, the School District and Park District have cooperated with each other in the joint use of facilities for a period in excess of forty years. School District facilities have been used by the Park District, and Park District facilities have been used by the School District.

1.3 The two districts have consciously located parks and schools in close proximity to each other so that grounds, buildings, facilities and equipment owned by one District would be available for use by the other District. On July 5, 1988, an Agreement for Joint Use of Grounds, Buildings, Facilities, and Equipment was entered into by and between the Park District and the School District which formalized many of the agreements and understandings between the parties.

1.4 In addition to the terms and provisions set forth in this Lease Agreement, the terms and provisions contained in the parties' Agreement for Joint Use, dated July 5, 1988, shall apply to use of the two modular buildings ("Modular Buildings") by the School District. However, in the event of conflict between the terms and provisions of this Lease Agreement and the parties' Agreement For Joint Use, dated July 5, 1988, the terms and provisions of this Lease Agreement shall prevail.

2. Construction of Concrete Pad and Modular Buildings.

2.1 The Park District agrees to construct a 70 ft. by 70 ft. Concrete Pad to include all related chain link modifications, contiguous to the existing pool deck in conformance with the standards and regulations of the City and all other governmental agencies having jurisdiction
where applicable at its sole cost and expense. The location for the Concrete Pad is depicted in Exhibit A attached here.

2.2 The Park District agrees to lease the School District the Concrete Pad at no cost to the School District.

2.3 The School District agrees to install the two Modular Buildings in good condition on the Concrete Pad, and all necessary utility connections, in conformance with the standards and regulations of the State of California Division of the State Architect (DSA), the City of Simi Valley (City), and all other governmental agencies having jurisdiction where applicable at its sole cost and expense.

3. Ownership and Use of Concrete Pad and Modular Buildings

3.1 The Park District will be the owner of the property and the Concrete Pad. The Park District will also be a lessee of one of the Modular Buildings as provided in Section 4 of this Lease Agreement.

3.2 The School District will be the owner of the Modular Buildings. The School District will use one of the buildings in support of the Royal High School swim and water polo teams for classroom, office and storage space.

3.3 The Park District shall control and maintain entry access rights to the Pool Complex.

4. Lease of Modular Building by School District to Park District.

4.1 The School District hereby agrees to lease one of the Modular Buildings to the Park District at no cost. The Modular Building to be leased to the Park District shall be the one that is located closest to the existing pool. The term of the lease of this Modular Building shall be the same as the Term of this Lease Agreement.

4.2 Park District will use the Modular Building leased from the School District for Park District aquatics programs for classroom, office, and storage space.

5. Maintenance of Modular Buildings

5.1 The School District shall be responsible for and provide exterior and interior maintenance and the utility costs associated with both Modular Buildings.

5.2 The Park District shall be responsible for and provide interior janitorial services associated with its use of one of the Modular Buildings.

6. Termination of Lease

6.1 In the event Rancho Community Park Pool Complex is demolished or permanently closed, the Lease Agreement shall be terminated and School District shall remove the modular buildings at its sole cost and expense.
6.2 In the event the Pool Complex is temporarily closed for any reason, School District shall reasonably cooperate with the District regarding its use of and access to the leased property and the Modular Building used by the School District during the temporary closure.

6.3. This Lease Agreement lease may be terminated with 90 days advance written notice by either party, and the School District shall remove the modular buildings at its sole cost and expense.


7.1 The School District shall prepare and submit to the Park District plans and specifications describing in detail the Modular Buildings and the plan for installing the Modular Buildings.

7.2 The School District shall obtain at its sole expense any and all permits required by the DSA, the City, and all other governmental agencies having jurisdiction, for the installation and operation of the Modular Buildings and the School District shall supply copies of those permits to the Park District.

7.3 If the plans and specifications are approved by the Park District, the School District shall install the Modular Buildings in accordance with those plans and specifications. In such event, all costs incurred in the installation of the Modular Buildings shall be borne by the School District.

7.4 Plans and specifications showing the Modular Buildings, once completed and approved by the Park District shall be incorporated as Exhibit B to this Lease Agreement.

7.5. In order to accommodate installation of the Modular Buildings, the Park District agrees to relocate a fence located at the southwest corner of the pool complex at the sole expense of the Parks District.

8. Assignment

The agreement to lease the Modular Buildings site specified in this Lease Agreement has been granted by the Park District only to the School District and may not be transferred or assigned to any other individual or entity. Further, the School District shall not authorize or permit the use of said Modular Buildings site or the Modular Buildings by other entities or individuals without the prior written approval of the Park District.

9. Indemnification

9.1 The School District shall indemnify, hold harmless, and defend the Park District, its Board of Directors, officers, agents, and employees from any and all claims, demands, causes of action, suits, and other damages, costs of action, counsel fees, and all other costs and expenses including costs of investigation arising out of or resulting from any injury to persons or damage to property arising out of the use of the Modular Building used by the School District under this Lease Agreement. The School District shall further indemnify, hold harmless, and defend the Park District from any and all orders, judgments, and decrees which may be entered in any such suits or actions. The provisions of the indemnification do not apply to any damage or losses
caused soley by the negligence of the Park District or any of its officers, agents, employees, and/or volunteers.

9.2 The Parks District shall indemnify, hold harmless, and defend the School District, its Board of Directors, officers, agents, and employees from any and all claims, demands, causes of action, suits, and other damages, Costs of action, counsel fees, and all other costs and expenses including costs of investigation arising out of or resulting from any injury to persons or damage to property arising out of the use of the Modular Building used by the Park District under this Lease Agreement. The Park District shall further indemnify, hold harmless, and defend the School District from any and all orders, judgments, and decrees which may be entered in any such suits or actions. The provisions of the indemnification do not apply to any damage or losses caused soley by the negligence of the School District or any of its officers, agents, employees, and/or volunteers.

10. Liability Insurance

10.1 The School District shall, at its own expense, maintain public liability insurance for injury to persons and damage to property for the joint and several protection and indemnity of the Park District and the School District with respect to use of the Modular Building that is used by the School District. Said insurance shall have a combined single limit of liability for bodily injuries and property damage in an amount not less than one million dollars ($1,000,000.00).

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10.3 The obligations imposed upon the School District and the Park District to maintain public liability and property damage insurance may be satisfied through the use of appropriate self-insurance.

10.4 The School District shall furnish to the Park District evidence of self-insurance and of ability to respond to claims or a certificate of liability insurance from an insurer admitted to do business in the State of California, which certificate shall verify that the School District carries public liability and property damage insurance as described above. The Certificate of Insurance provided by the School District to the Park District under the terms and conditions set forth in the Agreement for Joint Use of Grounds, Buildings, Facilities and Equipment referenced above shall be sufficient to meet this insurance requirement. Said certificate shall verify:

a. That the Park District is an additional insured in said insurance;

b. That such insurance covers premises liability, construction operations and demolition, and contractual liability;

c. That said insurance shall not be canceled or terminated without thirty (30) days written notice given to the Park District;
d. That such insurance shall be primary insurance, notwithstanding any "other insurance" clauses to the contrary which may be contained in the School District's insurance contracts, including defense costs.

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11. Term of Lease Agreement:

11.1 This Lease Agreement shall commence upon the Effective Date as provide above and shall continue through June 30, 2024 unless earlier terminated pursuant to Section 6 of this Lease Agreement.

11.2 This Lease Agreement may be amended to extend the term of the lease for up to an additional five years. The amendment may be executed in writing by the School District Superintendent and Park District Manager.

RANCHO SIMI RECREATION AND PARK DISTRICT

By: ____________________________
   Dan Paranick, District Manager

Date: ____________________________

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: ____________________________
   ____________________________
   Signature

Name (Print): ____________________________

Title (Print): ____________________________

Date: ____________________________
LEASE AGREEMENT BETWEEN
RANCHO SIMI RECREATION AND PARK DISTRICT
AND SIMI VALLEY UNIFIED SCHOOL DISTRICT
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1. **Factual Background and Authority**

1.1 The California Public Resources Code and the California Education Code authorize and encourage School Districts and Park Districts to cooperate with each other in providing facilities and programs for community education and recreation.

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2. **Construction of Concrete Pad and Modular Buildings.**

2.1 The Park District agrees to construct a 70 ft. by 70 ft. Concrete Pad to include all related chain link modifications, contiguous to the existing pool deck in conformance with the standards and regulations of the City and all other governmental agencies having jurisdiction
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11.2 This Lease Agreement may be amended to extend the term of the lease for up to an additional five years. The amendment may be executed in writing by the School District Superintendent and Park District Manager.

RANCHO SIMI RECREATION AND PARK DISTRICT

By: ____________________________
Dan Paranick, District Manager

Date: ____________________________

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: ____________________________
Signature

Name (Print): ____________________________

Title (Print): ____________________________

Date: ____________________________
CONSTRUCTION PLAN

CONSTRUCTION NOTES

POOL DECK

BASKETBALL COURT

GRASS AREA

NEW MODULAR

NEW MODULAR

POOL DECK

CONCRETE SLAB

CONCRETE JOINING AND EXPANSION JOINT

KEYED TONGUE AND GROOVE JOINT

SCALE: 1/8" = 1'-0"

LINE TYPES

CONSTRUCTION KEY NOTES

Exhibit "A"
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: January 3rd, 2019

TO: District Manager

FROM: Golf Course Manager

SUBJECT: Authorization to solicit proposals for Simi Hills Golf Course Food and Beverage Concession and to Modify Terms with Current Concessionaire.

BACKGROUND

On April 3rd, 2014, the Board approved the Concession Agreement between the District and Chef It Up!, LLC for the operation of the Food and Beverage Concession at Simi Hills Golf Course. This Agreement was for three (3) years, to begin May 1st, 2014, with the possibility to be extended for up to two (2) additional years at the Districts’ discretion. The Agreement was subsequently extended by two (2) years concurrent with the expansion of the liquor license and was due to expire on April 30th, 2019.

On December 10th, 2018, Chef It Up exercised their option to terminate the Agreement upon 60 days’ notice in accordance with section 19.1 of the Agreement. This action modified the expiration date to February 10th, 2019. Due to the time required to solicit proposals, conduct interviews and negotiate an agreement, staff requested that Chef It Up extend that end date to the end of February 2019. Chef It Up agreed to that extension and staff negotiated to waive rent for the month of February as compensation.

CURRENT FINDINGS

Over the term of the Agreement, Chef It Up’s revenue has steadily risen from $4.27 per round to $6.65 per round, or approximately 50%. This is largely due to the expansion of the liquor license in January 2017 and addition of the bar in March 2018, and also due to better management practices than the previous concessionaire. Other ancillary revenue areas at the course, green fees, cart fees, range fees and golf shop sales, have all increased over the same period of time, but not as much as F & B.

Staff is recommending that the District issue a Request for Proposals to select a new Food and Beverage Concessionaire. This new Request for Proposals is largely the same as previous but has been modified slightly to require better performance in key areas and to address administrative processes not included in previous agreements, specifically inventory transfers.

Chef It Up has made significant investments in small wares and inventory during their contract. In the interest of ensuring a seamless transition, the RFP requires the incoming Concessionaire to maintain the current menu for 90 days, and to purchase from Chef It Up existing inventory and small wares in order to ensure continuity of service.

TIMELINE:

January 3rd Request Board Authorization to Solicit Bids.
January 4th
January 15th
January 25th
January 28th - 30th
February 1st
February 7th
February 8th
February 28th
March 1st

Publication of “Notice Inviting Bids” in the Ventura County Star.
Food and Beverage Concession Walk-Through with Interested Parties.
Closing Date for Bids. Contact Responders and Schedule Interviews.
Conduct Interviews.
Select Concessionaire and Negotiate Contract Specifics.
Request Board Approval of Concessionaire and Contract.
Sign Concession Agreement
Chef It Up Concession Terminates.
New Concession Agreement Commences.

The timeline is significantly more compact than previous, but achievable.

FISCAL IMPACT:

It is anticipated that revenues generated by the selected Concessionaire will meet or exceed those of the current concessionaire and return to the District will exceed the average of $42,825 from Chef It Up.

BOARD ACTION REQUESTED:

Staff recommends that the Board;
1) Authorize the request to solicit proposals for Simi Hills Golf Course Food and Beverage Concession.
2) Authorize the District Manager to waive rent as negotiated during the extended transition period as needed.

Brian Reed, Golf Course Manager
Rancho Simi Recreation and Park District

Request for Proposals

Simi Hills Golf Course Food and Beverage Concession

SECTION ONE: INFORMATION FOR PROPOSERS

1.01 INTRODUCTION

The Rancho Simi Recreation and Park District ("District") wishes to partner with a well-qualified café / restaurant proprietor to operate the food and beverage concession located at Simi Hills Golf Course ("Golf Course"), 5031 Alamo Street, in Simi Valley.

The term of the Concession Agreement is for three (3) years. The District, at its option, may extend the Agreement for up to two (2) additional years under the same terms and conditions. The gross sales for food and beverages at this location over the last five consecutive years (FY 2013/14 to FY 2017/18) were $1,866,455. The previous five consecutive years (FY 2008/09 to FY 2012/13) were $1,606,710.
The proposing individual or company must be able to demonstrate the ability to perform in this type of business. Specific experience in operating golf course food and beverage operations, including banquets and tournament food and beverage service, is highly desirable. The Proposal should clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations.

The selected Concessionaire will demonstrate the ability to implement a concession program that will meet the objectives of the District, as well as incorporate innovative ideas that are appropriate for this concession.

The total revenue not including tax for the food and beverage facility over the last five fiscal years are shown in the following chart. The number of rounds of golf played during the same time period is also provided. Notably, in January 2017 the current concessionaire upgraded to a full liquor license and plans were drafted to construct a bar. The bar opened in March 2018. If current trends hold, the concession is forecast to record approximately $570,000 in FY 18/19.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>FY 13/14</th>
<th>FY 14/15</th>
<th>FY 15/16</th>
<th>FY 16/17</th>
<th>FY 17/18</th>
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<tr>
<td>Total F &amp; B Revenue</td>
<td>$297,658</td>
<td>$369,248</td>
<td>$378,576</td>
<td>$359,630</td>
<td>$461,344</td>
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Prior Years' Rounds of Golf Played

<table>
<thead>
<tr>
<th>Rounds</th>
<th>69,680</th>
<th>70,065</th>
<th>67,975</th>
<th>64,697</th>
<th>69,347</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total F &amp; B per Round</td>
<td>$4.27</td>
<td>$5.27</td>
<td>$5.57</td>
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1.02 OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective of this Request for Proposals is to award a three-year Concession Agreement to an operator who will accomplish the following:

- Maximize the food and beverage concession by providing high-quality prepared food with outstanding, efficient, and friendly service at reasonable prices, thus resulting in the highest possible revenues to the selected Concessionaire and the District.

- Provide services to and meet the special needs of the golfing community.

- Work in unison with the District during the normal course of business and as unforeseeable problems arise.

1.03 DESCRIPTION OF CONCESSION

This Request for Proposals is for the operation of the food and beverage facilities located at Simi Hills Golf Course, a challenging par-71, 6600-yard championship public golf course nestled against the rolling hills of Simi Valley just one mile north of the 118 freeway (see vicinity map which follows). The course was built in 1981, and the layout designed by
world-renowned golf course architect Ted Robinson. Over the last five years, the course has averaged 68,353 rounds of golf per year.

The Rancho Simi Recreation and Park District resumed management of the golf course from American Golf in May of 2007, and a Concessionaire was selected to operate the Food and Beverage Concession. That Concession Agreement was awarded from 2007 to 2010. At the conclusion of that first Concession Agreement, a new RFP was issued and a new Concessionaire was selected. That Agreement, which was also a 3-year agreement, began on May 1, 2010, and was extended by 1 year and expires on April 30, 2014. The current Concession Agreement began on May 1st, 2014 and was again for 3 years. The two year extension was granted in 2017 concurrent with the concessionaire expanding the alcohol license to Type 47 vice beer and wine only. The current Concession Agreement was set to expire on April 30th, 2019. The Concessionaire elected to exercise the 60 termination clause on December 10th due to personal reasons.

In FY 17/18, the golf course recorded approximately 6,274 tournament rounds. Additionally, the golf course scheduled approximately 56 outside league events, 52 Men’s Club events, 48 Women’s Club events, 21 Senior Men’s Club events and 48 Friday Skins events.

The District feels that an active tournament / banquet sales effort is key to maximizing revenue to the Concession and to the District, as well as ensuring we provide the best possible service and experience for tournament groups. Detailed plans should be included in all proposals to address how the Concessionaire will handle banquets and how they will coordinate those efforts with golf course staff.

Although we do not have exact information about the number of meals (covers) served each day, Mondays and Tuesdays tend to be the least busy, unless there are tournaments scheduled.

We do not have exact information about “after dusk” revenue. Several such events have been held at the facility, especially since the bar opened. Rules have not been clearly established with the exception of not interfering with golfers’ access to food and beverage services and City noise ordinances. The Selected Concessionaire and the District will need to agree on appropriate guidelines for these types of events.

It is noted that the overall revenue and per round revenue have increased in recent years and the current trend is positive. The District feels that a well-run concession with appropriate staffing, menu and service standards at this location will continue to experience increased revenues compared to current F & B revenues.

The District is currently planning potential renovations to the irrigation system at Simi Hills Golf Course. It is anticipated that these plans will be formalized in the next 12 - 24 months (or within the first 12 months or so of the term of this Concession Agreement) and construction potentially occurring within the first year or two of this Concession Agreement. While a formal schedule will not be available prior to the start of this Concession Agreement, it is anticipated that the construction will occur over a 3 - 4 month period, during which the Concession will experience slightly reduced revenue. The Course, Clubhouse and Driving Range will remain open during this construction, which will require the Concession to remain open as well. It is anticipated that the District may reduce rent
during this period but the exact terms of this will be negotiated with the selected Concessionaire when the contract is developed.

The food and beverage facility is located inside the clubhouse, adjacent to the pro shop. The concession facilities include a 798 s.f. dining area, 260 s.f. bar, 185 s.f. snack bar, and a combined total of 341 s.f. support area/storage space (see Attachment A).

Adjacent to the clubhouse is a covered patio which overlooks the Golf Course and seats up to 144 persons. The patio is lighted and includes roll-down windscreens which help create an enclosed space for tournament banquets, parties, etc. The food and beverage premises include kitchen equipment and clubhouse furnishings owned by the District. An inventory is included in Attachment B.

Photos of the Food and Beverage Concession are provided on the following pages.
Request for Proposals
Simi Hills Golf Course Food and Beverage Concession

Dining Room and Bar

Snack Bar Window

Bar (looking southwest)
Request for Proposals
Simi Hills Golf Course Food and Beverage Concession

Bar (looking northwest)

Patio (looking southeast)
Request for Proposals
Simi Hills Golf Course Food and Beverage Concession

Patio (looking northeast)
Request for Proposals
Simi Hills Golf Course Food and Beverage Concession

1.04 SUBMISSION OF PROPOSAL

To be considered, Proposals must be received on or before 2:00 p.m., Friday, January 25th, 2019, at the following address:

RFP – Simi Hills Food and Beverage Concession
Rancho Simi Recreation and Park District
Simi Hills Golf Course
Attn: Brian Reed
5031 Alamo Street
Simi Valley, CA 93063

Any Proposal not received prior to the time set forth in this RFP (or an addendum) will be disqualified.

1.05 INSPECTION OF PREMISES

A pre-proposal conference, which will include a tour of the kitchen, dining and patio areas, will convene at 3:00 p.m. on Tuesday, January 15th, 2019, at Simi Hills Golf Course, 5031 Alamo Street, Simi Valley. This is the established date and time for viewing the food and beverage facilities. We ask that you please DO NOT DISTURB the current Concessionaire by dropping in or asking to view the facilities at any other time.

1.06 PROPOSAL FORMAT

Five (5) copies of the Proposal and any related information shall be submitted. The Proposal will be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the proposer, and bear the words, “Simi Hills Golf Course Food and Beverage Concession Proposal.”

Responses are to comply with the requirements detailed in Section Three of this RFP. Incomplete Proposals will be rejected. Incorrectly ordered Proposals, Proposals lacking proper quantity of copies, or other process or content errors or deficiencies may also constitute cause for rejection.

1.07 OPENING OF PROPOSALS

Proposals will be opened and evaluated by the District after the final date set for receipt. The Proposals will not be publicly read (Government Code Section 6250 et. seq.). Once a Proposal has been submitted, it will not be returned.

1.08 RIGHT OF REJECTION BY DISTRICT

The District expressly reserves the right, at its sole discretion, to reject any and all Proposals and solicit new Proposals with modified terms and conditions. In the event of any such rejection, the District will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal. The District also reserves the right to waive informalities in conjunction with the Proposals.
1.09 ACCEPTANCE OF PROPOSALS

Within forty-five (45) days after the final submission date for Proposals, the District will act upon them. The highest ranking proposer (as determined by the Selection Committee through review of written Proposals and an interview process) will be requested to enter into negotiations to produce a Concession Agreement. The District reserves the right to terminate negotiations in the event it deems progress toward an agreement to be insufficient. In that event, negotiations will commence with the second highest ranking proposer.

1.10 TERM OF WITHDRAWAL

All Proposals will be firm offers, and may only be withdrawn prior to the final date and time of submission as stated in Subsection 1.04 or an addendum.

1.11 SELECTION PROCESS

The selection process will be governed by the following rules:

A. Adherence to Format

To be evaluated, a Proposal must adhere to the format outlined in Section Three of this RFP. Each response should be specifically labeled as to the section of the RFP which is being answered.

B. Additional Material

Material and data not specifically requested for evaluation, but which the proposer wishes to submit, must not appear in the “Proposal” section, but may appear only in the “Additional Information” section. Voluminous or overly elaborate Proposals are discouraged.

C. Evaluation by Selection Committee

Evaluation of the Proposals will be made by a Selection Committee appointed by the District Manager. Evaluation criteria which the Committee will utilize, but not be limited to, are listed in Subsection 1.12 of this section. The District may utilize the services of appropriate experts to assist in the evaluation process.

D. Oral Interview

Following an evaluation of all Proposals, the highest ranking proposers will be invited to make a verbal presentation to the Selection Committee. Final selection will be made upon completion of the interview process. Final award of the Concession Agreement will be made by the District’s Board of Directors.
1.12 **EVALUATION CRITERIA**

The evaluation criteria to be used in the selection process will include, but may not be limited to, the following considerations.

**A. Proposer's Experience and Capability**

1. Proposer's experience and success in operating similar facilities.

2. Financial status of proposer. By submitting this proposal, the Proposer is agreeing to allow the District to obtain credit reports for each person or entity named as a Proposer, and will provide such information as is necessary to obtain the credit report(s).

3. Proof of ability to obtain a performance bond or approved alternate form of security and to satisfy all insurance provisions.

**B. Operational Plans**

1. A staffing plan, including Concession Manager and other subordinate staff, as well as a liaison between the selected Concessionaire and the District's representative.

2. A detailed plan for utilizing the motorized beverage cart (shown in Attachment B). Minimum cart operation requirements include all weekends, all holidays and during major tournaments as identified by Golf Course staff. These requirements represent the minimum performance plans but the District feels higher levels of service represent increased revenue opportunities for both the Concessionaire and the District.

3. Quality of product and service offered as well as price schedules for all food and beverages and method for adjusting pricing.

4. A marketing plan to promote the facility. Table top tent cards, on-course promotions and specific daily and weekly specials are required.

5. A customer satisfaction program, including a plan for resolving complaints from the public regarding operation of the concession.

6. A maintenance plan, including all daily janitorial services.

7. Any additional services (over and above the required services).

**C. Financial Return to the District**

1. The percentage of gross sales to be returned to the District for food and beverages sold at the facility.

2. Operational Pro Forma reflecting revenue vs. expenses and anticipated revenue to be provided to the District.
1.13 INTERPRETATIONS

All questions about the meaning or intent of the information provided in this RFP, including procedure, specifications, and Concession Agreement provisions, will be submitted to the District in writing. The proposer submitting the request will be responsible for its prompt delivery. Each such interpretation of, or change in, the RFP will be made by addendum to each recipient of the RFP, and will become a part of the request and of any Concession Agreement awarded. The District will be responsible for no other explanation or interpretation.

Direct all questions to:

Simi Hills Golf Course
Attn: Brian Reed, Golf Course Manager
5031 Alamo Street
Simi Valley, CA 93063
Telephone: (805) 522-0803
E-mail: brian@simihillsgolf.com

1.14 ACCEPTANCE OF TERMS AND CONDITIONS / SPECIFICATIONS

The Proposal submitted will be the basis for the Concession Agreement. Submission of a Proposal will constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP, unless otherwise specified in the Proposal.

1.15 PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the District. At such time as the selected Concessionaire is recommended to the District's Board of Directors and said staff report appears on the Board's agenda, all Proposals will be treated as public records and will be subject to the Public Records Act.

1.16 COST OF PREPARATION OF PROPOSAL

Proposer is responsible for all costs incurred in the preparation of the Proposal.
SECTION TWO: SUMMARY OF CONCESSIONAIRE AGREEMENT TERMS AND CONDITIONS

2.01 CONCESSION AGREEMENT

The selected Concessionaire must be willing to enter into a written Concession Agreement with the District which incorporates all terms and conditions set forth in this RFP, as well as other District requirements.

2.02 TERM

The term of the Simi Hills Golf Course Food and Beverage Concession Agreement will be three (3) years. 90 days prior to the conclusion of the three-year Concession Agreement, the District will have the right to extend the Concession Agreement for up to two (2) additional years at the same terms and conditions.

2.03 CONCESSIONAIRE ROLES AND RESPONSIBILITIES

The selected Concessionaire will:

A. Incur the risks associated with operating this facility for profit and provide the District with a percentage of gross sales.

B. Supply high quality food and beverages and market, advertise and promote the use of the food and beverage concession.

C. Arrange for all rental agreements, including all billings and payments for catering and rental services.

D. Pay monthly rent in the amount of the negotiated percentage of gross sales for food, beverage and outside sales.

E. Maintain a system of books and records in accordance with generally accepted accounting principles reflecting all revenues received and expenses incurred. Accounting records will be subject to an annual audit by the District.

F. Provide banquet menus for use by golf course tournament sales staff to use when booking tournaments. Cooperate in the development of a mutually acceptable Banquet Event Order form (BEO) to be used by golf course staff when taking tournament food and beverage orders. Maintain a tracking system for communicating with banquet customers, as well as planning, preparing for and executing banquets.

G. Utilize the motorized beverage cart for sales on all weekends, all holidays and during major tournaments as identified by Golf Course staff.

H. Furnish printed menus and price lists. Prices are subject to review and approval by the District. Menu is required to remain the same for the first 90 days. During that period, menu changes may be submitted to course management for approval.
I. Assume responsibility for routine building maintenance of the food and beverage concession facilities (including dining room, bar, kitchen and the patio area, but not including pro shop and public restrooms), including all exposed plumbing and plumbing fixtures. The Concessionaire's responsibility for plumbing ends once the plumbing enters the wall.

J. Assume responsibility for maintaining the food and beverage facility, including the patio area, in a first class, neat, clean and wholesome condition at all times. This includes vacuuming the dining room at least once a day, washing the dining room windows on a regular basis, maintenance and daily cleaning of the patio area, and busing the tables in the dining room and patio areas.

K. Assume responsibility for refuse and grease pickup and removal from the premises. Refuse can be deposited in existing trash bins at no additional cost to the concessionaire. Grease is currently collected in barrels and there is a proper grease trap in the plumbing system. Concessionaire is responsible for proper cleaning and maintenance of the grease trap system.

L. Assume responsibility for telephone charges in excess of the basic monthly access fees (long distance calls) for the telephone line assigned to the concession. The Concessionaire will also assume responsibility for any telephone advertising costs for the line assigned to the concession.

M. Maintain District and kitchen equipment and clubhouse furnishings.

N. Provide utensils, pots, pans, table linens, dishes, flatware, stemware and other items necessary for the proper and efficient operation of the services to be performed. Existing small wares and inventory shall be purchased from the existing concessionaire at a mutually agreeable fair market value to ensure seamless continuity of service on day one of the new Concession Agreement.

O. Assume responsibility for any damage or loss arising from the Concessionaire's use of any District-owned property or equipment.

P. Assume responsibility for complete staffing of the food and beverage concession, including hiring, supervision, and general employment practices.

Q. Respond promptly to all complaints from patrons and report to the District regarding each complaint and resolution thereof.

R. At the Concessionaire's own cost and expense, procure and keep in force all necessary permits and licenses. Current concessionaire is required to transfer alcohol license to incoming concessionaire at its cost.

S. Provide certificates reflecting compliance with established insurance requirements.

T. The food and beverage concession must be available to the Golf Course and its clientele at all times. At no time will the Concessionaire's private rentals interfere with use of the concession by the Golf Course for tournaments or other events.
2.04 DISTRICT ROLES AND RESPONSIBILITIES

The District will:

A. Authorize selected Concessionaire to provide exclusive food and beverage service for all functions at the Golf Course and to operate the food and beverage facility on District’s behalf.

B. Review and approve all menus, pricing, marketing and promotional materials, and cleaning/maintenance schedules associated with the operation of the facility.

C. Provide an inventory of tables and chairs.

D. Pay for all electric, gas, water, internet and cable television services associated with the operation of the concession premises. The Concessionaire is able to use the existing golf course trash bins at no cost. The District will provide one telephone line to the food and beverage facility that will have a separate telephone number and may be listed under the concession’s name.

E. Maintain the structure’s foundations, bearing and exterior walls (including glass and doors, window frames), subflooring and roof (including gutters and downspouts).

F. Maintain all major building systems, including HVAC system, electrical system, plumbing and sewer systems.

G. Supply major kitchen equipment and clubhouse furnishings, as indicated.

H. Maintain all surrounding grounds, including planters, irrigation systems, walkways and parking lot.

I. Maintain all interior and exterior electrical fixtures, and replace all interior and exterior lights as needed.

J. Steam clean the dining room carpet on a regular basis.

K. Maintain the pro shop, main entrance area, and public restrooms in a first class, neat, clean and wholesome condition at all times.

2.05 HOURS OF OPERATION

The food and beverage facility traditionally opens every day of the year including Christmas no later than thirty (30) minutes before the first tee-off time (dawn), and closes no sooner than thirty (30) minutes after dark. For this RFP, you may propose a variation to these basic hours, keeping in mind service to the golfing community is a priority. Final hours of operation will be negotiated with the selected Concessionaire and incorporated into the Concession Agreement.
2.06 KITCHEN AND BAR EQUIPMENT / ACCESSORIES

The equipment owned by the District, and associated furnishings that will remain in the food and beverage facility for use by the selected Concessionaire, are listed in Attachment B. This equipment will remain the property of the District and will remain on the premises. The District will ensure all equipment is in serviceable condition upon commencement of the Agreement. Immediately upon award of the Agreement, a walk-through will be arranged with the selected Concessionaire to identify any issues. Care, repair and replacement of the inventory will be the responsibility of the Concessionaire. Any and all additional equipment is to be supplied by the Concessionaire at its own expense. Concessionaire will retain ownership of any additional equipment provided.

The refrigerators in the kitchen, models KR-1 and KR-2, were manufactured in January 2001. The freezer, model KF-2C, was manufactured in April 2001. The ice machine, model SY1494N/B970, was purchased in January 2011.

2.07 FOOD/BEVERAGE REQUIREMENTS

The selected Concessionaire will offer for sale only foods and beverages of such quality as judged acceptable by the District. All of the food items served at the food and beverage concession shall be fresh and appealing in appearance. Substitutes for advertised products, fillers, dilutions, or reductions in size of standard manufactured or processed products will not be permitted.

The District will have the right to inspect and approve, in the presence of the Concessionaire, all products to be sold by the Concessionaire. Any products found not to be in compliance with the requirements of the Concession Agreement will be subject to rejection by the District. In the event the District should reject any product, it will be immediately removed from the premises and will not be returned for sale.

The District reserves the right to allow food and beverages to be brought into the Golf Course for designated District-sponsored functions. This food and beverage will be served independent of the Concessionaire.

2.08 INDEPENDENT CONTRACTOR STATUS

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

2.09 INDEMNITY

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

2.10 INSURANCE REQUIREMENTS

The selected Concessionaire shall, for the entire length of the contract, maintain, at its own expense, valid and collectible insurance as required below. This insurance shall not affect the selected Concessionaire’s liability under the indemnification provisions detailed in Subsection 2.09.

A. General Liability Insurance

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

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

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

a. Contractual liability insurance coverage expressly designating the Concession Agreement;
b. Products and completed operations liability coverage;
c. Owner's and contractor's protective liability coverage;
d. Broad Form Comprehensive General Liability endorsement including, but not limited to, personal and advertising injury liability coverage, premises medical payments coverage, fire legal liability coverage, broad form property damage liability coverage, and extended bodily injury coverage;
e. Endorsement naming the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Additional Insured") as additional insured under the policy;
f. The policy and all coverage thereunder shall be written on an occurrence basis, rather than a claims-made basis;
g. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the Additional Insured;
h. The Concessionaire and the insurance company waive all rights of subrogation and contribution against the Additional Insured; and
i. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to the District.

B. Automotive Insurance

1. Commercial business automotive liability insurance. The Concessionaire shall require any subcontractor to provide it with evidence of the same commercial business automotive liability insurance coverage.

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

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

a. Endorsement naming the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Additional Insured") as additional insured under the policy;
b. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the Additional Insured;
c. The Concessionaire and the insurance company waive all rights of subrogation and contribution against the Additional Insured; and
d. The policy covers use of any automobile; and
e. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to the District.
C. Workers' Compensation Insurance

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

2. The following endorsements/coverage shall be included in the policy:
   a. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the District;
   b. The Concessionaire and the insurance company waive all rights of subrogation and contribution against the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers;
   c. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to the District.

2.11 FAITHFUL PERFORMANCE BOND

The selected Concessionaire will provide a Faithful Performance Bond or the equivalent in cash for the duration of the Concession Agreement in the amount of Twelve Thousand Dollars ($12,000.00). This amount reflects approximately three month's rent which would be required for a concession operation similar to the current concession operation. If the scope of a proposed concession operation differs substantially from the present concession operation, the actual performance bond amount is subject to change. Said bond is required prior to execution of the Concession Agreement and will be in the form of a financial instrument preapproved by the District. Surety bonds will not be accepted.

2.12 COMPLIANCE WITH LAWS

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

2.13 TAXES

The selected Concessionaire will pay all taxes of whatever character which may be levied or charged upon the Concessionaire to use the concession premises, or upon the Concessionaire's improvements, fixtures, equipment or other property, or upon the
Concessionaire’s operations, including but not limited to the City of Simi Valley Business Tax and the County of Ventura Possessory Interest Tax.

The District provides a listing of all vendors who do business on District property to the Ventura County Assessor’s Office. The Assessor’s Office determines the amount of Possessory Interest Tax that is due from the vendor. The District does not know what method the assessor’s Office uses to determine the amount due.

2.14 PERMITS AND LICENSES

The Concessionaire must procure and maintain all necessary permits and licenses during the term of the Concession Agreement, including but not limited to each of the following:

A. City of Simi Valley business license;
B. County of Ventura Environmental Health Department permit for food and beverage operations;
C. County of Ventura Environmental Health Department food handler permit;
D. California State Alcoholic Beverage Control Board liquor license; and
E. California State Board of Equalization sales permit.

2.15 ASSIGNMENT AND SUBCONTRACTING

The Concessionaire shall not assign, delegate or subcontract any of the services without prior express written approval of the District. In the event of an assignment of the Concession Agreement, the Concessionaire remains fully responsible for the satisfactory performance of the services even though some or all of those services are performed by an assignee or subcontractor. The assignee or subcontractor is fully bound by the provisions of the Concession Agreement, including all indemnity provisions.

2.16 EMPLOYEE QUALIFICATIONS

A. The Concessionaire must assign only qualified, trained, courteous, competent, and reliable personnel to perform the services. The District has the right to require Concessionaire to remove from District premises any employee of the Concessionaire.
B. The Concessionaire has a continuing obligation to provide to the District an up-to-date list of all employees assigned to perform the services.
C. The Concessionaire’s employees will at all times reflect personal cleanliness. Unkempt and unclean employees will not be tolerated.
D. The Concessionaire’s employees will at all times be neatly and cleanly uniformed at no expense to the District. Concessionaire’s employees must meet all sanitary standards prescribed for restaurant employees.
E. Concessionaire’s employees must possess the ability to communicate with the public and staff. The District’s determination of effective communication is final.

2.17 DISTRICT ACCESS TO PREMISES

The District will be permitted access to the premises to make building repairs or to perform regular building inspections on the premises, and at other such times as the District may request.

2.18 NONDISCRIMINATION

The Concessionaire, with regard to the Concession Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of all employees.

SECTION THREE: CONTENT AND SEQUENCE OF PROPOSAL / PROPOSAL FORMS

3.01 OBLIGATION OF PROPOSERS

Before submitting a Proposal, each proposer must:

A. Examine the Request for Proposals (RFP) thoroughly.

B. Become familiar with federal, state and local laws and ordinances that may in any manner affect the operation of the facility.

C. Proposers are strongly encouraged to attend the Pre-proposal Conference at 3:00 p.m. on Tuesday, January 15th, 2019 and tour the site.

3.02 PROPOSALS: REQUIRED INFORMATION

As part of your response to this Request for Proposals, each proposer is required to submit the relevant forms and information specified below. The content and sequence of the Proposal shall adhere to the following:

A. PROPOSAL FORM (attached)

B. PROPOSER’S EXPERIENCE AND CAPABILITY

1. Describe your experience in developing and operating food service operations, specifically food and beverage concessions and management of similar facilities.

2. Provide any literature or brochures on your company.

3. Provide a listing of current and past clients who may be contacted concerning the quality of products and service provided. Include contact name and phone number for each.
4. Provide a listing of all vendors and suppliers you have used during the past year.

5. Provide a profit and loss statement for the past three (3) years of operation prepared in accordance with generally accepted accounting principles and prepared by a CPA firm. Include a section which lists any pending lawsuits, tax liens, labor disputes, possessory interest tax due, and all licenses. A copy of a corporate tax return for the last three years would be acceptable. All licenses should be listed in response to this section.

6. Provide copies of business tax and other licenses required to operate a food and beverage facility. Copies of licenses specifically related to operating a food and beverage concession should be provided in response to this section.

7. Provide proof (in the form of letters, etc.) supporting your ability to satisfy all insurance provisions per Subsection 2.10 and to supply a Faithful Performance Bond per Subsection 2.11.

8. Provide information necessary to allow the District to obtain credit reports for each person or entity named as a proposer.

C. OPERATIONAL PLANS

1. Staffing Plan
   a. Provide a detailed staffing plan indicating specific staff to be assigned to the facility (i.e. Concession Manager, cooks, and other subordinate staff).

2. Rental Costs/Food and Beverage Program
   a. Describe the proposed food program for the facility, including a sample menu and prices for each item.
   b. Describe your plan for the sale of alcoholic beverages. Include sample prices for all beverage items.
   c. Describe any additional services you will provide as part of the food service operation.

3. Beverage Cart Operation
   a. Provide a utilization plan for the motorized beverage cart. Minimum cart operation requirements include all weekends, all holidays and during major tournaments as identified by Golf Course staff.

4. Marketing Plan
a. Provide a marketing plan describing how you intend to promote the facility and the services offered therein. Included within the marketing plan should be a proposed budget.

b. Provide at least two (2) examples of past advertisements you developed to promote similar facilities or your services.

c. Provide a sample (if applicable) of any special logo or color scheme you intend to use at the facility.

5. Customer Satisfaction Program

a. Describe the method you will use to measure user satisfaction regarding products and services obtained at the facility. Describe your method of dealing with customer complaints regarding products and services obtained at the facility. Include any reporting to the District.

6. Maintenance Plan

a. Provide a maintenance plan indicating schedules for all routine maintenance functions.

D. FINANCIAL RETURN TO THE DISTRICT

1. Complete the attached Proposal Form which provides information on the percentage of gross receipts to be returned to the District for food and beverages sold at the facility, and any additional services you will provide as part of the food service operation. Also provide a minimum guaranteed monthly rental paid by the Concessionaire to the District.

2. Provide operational Pro Forma reflecting estimated revenue vs. anticipated expenses for the entire three-year term based upon your responses to the inquiries above. Assume start-up on March 1, 2019.

E. REQUIRED CHANGES TO CONCESSION AGREEMENT TERMS AND CONDITIONS

List any changes or amendments you propose to make to the scope of work, term of agreement, Concessionaire roles, District roles, or standard terms and conditions.

F. ADDITIONAL INFORMATION

Provide any additional data and information you consider essential to the Proposal in this section.

1. Additional Activities, Services and/or Amenities
Proposers are encouraged to consider and propose additional business activities, services and/or amenities at the concession facility, provided they are compatible with other District activities and are approved by the District.

2. Capital Improvements

No capital improvements are required by the selected Concessionaire as part of this RFP. However, as part of the selection process, in conjunction with the rental percentage proposed and other factors, the District will consider all reasonable capital improvements and/or clubhouse furnishings proposed which are conducive to the enhancement and increased revenue of the food and beverage facility. Acceptance of Proposal does not constitute approval of proposed improvements and/or installation of clubhouse furnishings. All laws must be complied with before the successful proposer will be permitted to make any capital improvements to the concession.
Rancho Simi Recreation and Park District

Simi Hills Golf Course Food and Beverage Concession

PROPOSAL FORM

Rancho Simi Recreation and Park District
Attn: Dan Paranick, District Manager
4201 Guardian Street
Simi Valley, CA 93063

Dear Mr. Paranick:

In accordance with the Rancho Simi Recreation and Park District Request for Proposals (RFP), we are pleased to offer the District the considerations described on the attached sheet for the privilege of providing a food and beverage concession for Simi Hills Golf Course.

The undersigned Proposer hereby understands, warrants and agrees that:

1) The Proposer has read, understood and agrees to provide food and beverage concession services in accordance with the terms, conditions and specifications contained in the RFP.

2) The Proposer is fully qualified and capable of providing services described in the RFP.

3) That the Proposer will, if awarded a Concession Agreement by the District's Board of Directors, enter into a Concession Agreement and provide a performance bond, cashier's or certified check in the amount of $12,000.00, made payable to Rancho Simi Recreation and Park District.

4) That all of the information contained in or supplementing this Proposal is true and correct to the best of the Proposer's knowledge.

Company or corporate name: ________________________________

Address: ________________________________________________

Telephone number: ___________________ Fax number: _____________

Contact person: ___________________________ person: ________________

Title: ___________________________________________

Signature

Typed name and title
PROPOSAL FORM ATTACHMENT

Proposed Financial Arrangements

Indicate your proposed financial return to Rancho Simi Recreation and Park District by completing the following. No other form of financial Proposal will be considered. The agreed-upon percentage of gross sales will be calculated. If the calculated amount exceeds the Minimum Monthly Guaranteed Rent, the Concessionaire pays the calculated percentage of gross sales. If the percentage of gross sales is less than the agreed-upon Minimum Monthly Guaranteed Rent, the Concessionaire pays the Minimum Monthly Guaranteed Rent instead of the percentage.

<table>
<thead>
<tr>
<th>Item</th>
<th>Category</th>
<th>Percentage of Gross Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Food and Non-Alcoholic Beverage Sales</td>
<td>_______________%</td>
</tr>
<tr>
<td>2.</td>
<td>Alcoholic Beverage Sales</td>
<td>_______________%</td>
</tr>
<tr>
<td>3.</td>
<td>Banquet / Catering Sales</td>
<td>_______________%</td>
</tr>
<tr>
<td>4.</td>
<td>Minimum Monthly Guaranteed Rental</td>
<td>$______________</td>
</tr>
</tbody>
</table>
DATE: January 3rd, 2019

TO: District Manager

FROM: Golf Course Manager

SUBJECT: Authorization to solicit proposals for Simi Hills Golf Course Cart Fleet Contract

BACKGROUND

On December 3rd, 2015, the Board of Directors approved a 36 month lease agreement between the Rancho Simi Recreation and Park District and Yamaha Motor Corporation, USA for the lease of 84 golf carts and 6 utility carts for Simi Hills Golf Course. That lease expires on March 1st, 2019 and at the conclusion of that lease, staff intends to return the current carts to Yamaha Motor Corporation, USA, as outlined in the current lease and lease a new fleet.

CURRENT FINDINGS

The District typically leases golf carts for 36 months for use at Simi Hills Golf Course. This is done primarily for maintenance reasons, as golf cart fleets at Simi Hills hold up pretty well for 3 years, but much longer than that, they start to break down more frequently and show more wear and tear. As golf cart battery technology has improved in recent years, they are lasting longer, so with this fleet staff is comfortable requesting a 42 month contract. Longer lease terms are more attractive because they lower the monthly lease payments, and since confidence is high that the batteries will easily last that long, staff is good with the opportunity to reduce our monthly lease costs. This will likely not save much over our current lease, as cost have gone up everywhere, but will hopefully keep prices somewhat level with the current fleet.

The current fleet included 6 utility carts for maintenance, marshal and custodial use. These vehicles have worked out great and with the next fleet, staff proposes expanding that to 8 utility carts. The 2 additional carts will be fitted with cargo bed mounted cooler units to be used as beverage carts. Having dedicated, light duty utility carts has enabled the course to keep the golf cart fleet in better shape, and minimized maintenance costs. It has also allowed course maintenance to perform their early morning tasks without making as much noise, which has been a very welcome improvement for the residents around the course who frequently complain about noise.

This request for proposals includes a requirement that the next cart fleet include a built-in GPS system. The current GPS system is no longer supported by the manufacturer, and spare parts are no longer available. Having a factory supplied GPS system will provide a number of important benefits such as:

1. When the contract ends, the existing system will be replaced by then current technology.
2. The considerable effort of uninstalling/reinstalling after-market units is not required.
3. Factory units will be covered by factory warranty saving thousands of dollars annually on service contracts.
4. Factory units include air-time, which will save the district approximately $5,000 per year.
Including factory GPS units will cost an extra $29,232 per year in lease costs. However, this will be offset by saving $12,000 per year in service contract, and approximately $5,000 in air-time, so the net cost of a factory installed system is approximately $13,000 annually. With new carts and new GPS, staff intends to increase cart rental rates by $1 per rider, which will generate approximately $50,000 in annual revenue.

The existing GPS units will be uninstalled by golf course staff prior to the fleet switch out. They are previous generation units so they do not have much resale value but staff will make an effort to sell them to the company or to another course as spare parts.

Staff is recommending the District solicit proposals to enter into a 42 month lease for a fleet of 92 carts, consisting of 84 electric golf carts and 8 electric utility carts. Two of the utility carts will be assigned for marshal / custodial usage, two will be assigned as beverage carts and the remaining four will be assigned to course maintenance.

If approved, this request for proposals will be advertised on January 4th, with proposals due on January 11th. A one week turn-around is easy for the golf cart vendors to do since they are simply providing stock pricing. All three major cart fleet suppliers are expecting the RFP, and have indicated they can make the timeline. They all advertise a 4 to 6 week turn-around this time of year, so all would easily make the lease expiration of March 1st.

FISCAL IMPACT:

Golf cart rental rates will increase by $1 per player on receipt of new fleet generating approximately $50,000 in annual cart revenue. GPS system will add $13,000 in annual expense. This will result in a net surplus of $37,000 annually.

BOARD ACTION REQUESTED:

Staff recommends that the Board authorize the request to solicit proposals for Simi Hills Golf Course Cart Fleet Contract.

Brian Reed, Golf Course Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

REQUEST FOR PROPOSALS

FOR THE

SIMI HILLS GOLF COURSE
CART FLEET CONTRACT

Bid Terms and Conditions,
Bid Specifications, and Proposal Forms

SIMI HILLS GOLF COURSE
5031 Alamo Street
Simi Valley, California 93063
PHONE 805-522-0803
FAX 805-520-9379

Bids must be submitted by

January 11, 2019

2:00 pm
TABLE OF CONTENTS

Page numbers consist of section numbers followed by page sequence.

Notice Inviting Bids ................................................................. 100-1

BIDDING REQUIREMENTS
Bid Terms, Conditions and Instructions........................................ 200-1
Bid Specifications ........................................................................ 300-1

BID FORMS
Proposal Form ........................................................................... 400-1
NOTICE INVITING BIDS
FOR
RANCHO SIMI RECREATION AND PARK DISTRICT
SIMI VALLEY, CALIFORNIA

NOTICE IS HEREBY GIVEN that on the 11th of January, 2019, at the hour of 2:00 p.m. at Simi Hills Golf Course, in Simi Valley, California, the District will open bids for the following:

Simi Hills Golf Course
Cart Fleet Contract

Bid Terms and Conditions, Bid Specifications, and Proposal Forms for the Simi Hills Golf Course Cart Fleet Contract may be obtained from the offices of Simi Hills Golf Course located at 5031 Alamo Street, Simi Valley, California.

No bid will be considered unless it is made on a Proposal Form furnished by the District.

All bids shall be placed within a sealed cover, with the cover bearing the title of work and the name of bidder, and shall be filed with the District on or before the time hereinbefore set forth for the opening of bids. Any bid received after said time shall be returned unopened.

The District hereby notifies all bidders that it will affirmatively ensure that any agreement entered into pursuant to this advertisement, or opportunity to submit bids in response to this invitation, will not be discriminated against on the grounds of race, color, or sex, or national origin in consideration for an award.

At the time fixed for receiving bids, the bids will be publicly opened, examined and declared. The bids will be calculated and the results of the bidding and the calculation of the bids will be reported to the Board of Directors at the next regularly scheduled meeting at the District Offices of the Rancho Simi Recreation and Park District, Simi Valley, California. The District reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bonds or in the contract proposal. The District reserves the right to award bids up to a period of forty-five (45) days after the date of bid opening.

Dated this 4th day of January, 2019.

Dan Paranick
District Manager
Rancho Simi Recreation and Park District

Notice Inviting Bids
100-1
BID TERMS AND CONDITIONS

1. GENERAL INFORMATION: The Rancho Simi Recreation and Park District ("District") will receive at the administrative offices of Simi Hills Golf Course located at 5031 Alamo Street, Simi Valley, California, sealed bids for the Simi Hills Golf Course Cart Fleet Contract which is particularly described in the Notice Inviting Bids and Bid Specifications for said project.

2. REQUIREMENT TO MEET ALL BID PROVISIONS: Each bidder will meet all of the Bid Terms and Conditions and Bid Specifications. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal Form. Non-substantial deviations may be considered provided that the bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is non-substantial will be determined by the District in its sole discretion.

3. PROPOSAL AND PROPOSAL FORMS: All bids must be submitted on the blank Proposal Form supplied for this purpose by the District. All proposals must be signed by the bidder and must state the bidder's address. If the proposal is made by a firm or partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the proposal must show the name of the state under whose laws the corporation was chartered, and names, titles, and business addresses of the President, the Secretary, and the Treasurer.
   a. All blank spaces for unit prices, extensions, and totals must be filled in. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price. Signatures shall be completely and personally executed. If erasures are made, they must be initialed by the bidder over this signature.
   b. Bids shall not contain any recapitulation or inserts by the bidder of the Contract being proposed. Alternative proposals will not be considered unless specifically requested. No oral or telephone modifications will be considered.
   c. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the contract for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
   d. Proposals may be rejected if they show any alteration of form, additions not called for, conditional or alternative bids, incomplete bids, or irregularities of any kind. The District reserves the right to reject any and all bids.

4. SUBMISSION OF BIDS: Each bid must be submitted on the Proposal Form(s) provided. Sealed bids will be received until 2:00 p.m. on January 11th, 2019; at which time they will be publicly opened. The bid will be enclosed in an envelope which shall be sealed and addressed to:
In order to guard against premature opening, the bid will be clearly labeled with the bid title, name of bidder, and date and time of bid opening. If the bid is delivered to the District via express delivery or other priority mail service, the above information must also be included on the outside shipment envelope.

5. REJECTION OF BIDS: The District reserves the right to reject any and all bids and to waive any technical errors or discrepancies, if to do so seems to best serve the interests of the District.

6. BID RETENTION: The District reserves the right to retain all bids for a period of thirty (30) days after the bid opening date for examination and comparison. The District also reserves the right to determine and waive non-substantial irregularities in any bid, to reject any or all bids, to reject one part of a bid and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the District may require.

7. INTERPRETATION: If any person contemplating a bid for the proposed contract is in doubt as to the true meaning of any requirements of the specifications or finds any discrepancies in or omissions from the specifications, the bidder may submit to the District a written request for an interpretation or correction thereof. All timely requests for information submitted in writing will receive a written response from the District. The person making the request will be responsible for its prompt delivery. Interpretation or corrections will be made by addenda to specifications or by dated revisions with a copy of each addenda being furnished, through the District, to each prospective bidder.

Questions concerning the proposal form or documents shall be directed to the Rancho Simi Recreation and Park District. Telephone communication with District staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the District. Requests for interpretation of the specifications should be emailed to brian@simihillsgolf.com, attention Brian Reed. Inquiries received after 5:00 p.m., Wednesday, January 9th, 2019, will be answered at the discretion of the District.

8. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid, without obligation - either personally or by telephone, email or written request - at any time prior to the scheduled closing time for receipt of bids. If this happens, the bid will be returned to the bidder unopened.

9. MODIFICATION OF BIDS: Any bidder may modify his bid in writing, in person or by electronic communication any time prior to the scheduled closing time for receipt of bids. Any such modification must be received by the District prior to said closing time. Any modification so received will be read aloud at the time and place fixed for opening and reading of bids.

10. OPENING OF BIDS: Sealed bids will be received until 2:00 p.m. on January 11th, 2019,
at which time they will be publicly opened. No bid received after the time specified or at any place other than the place stated in the Notice Inviting Bids will be considered. Bidders or their representatives are invited to be present at the opening of the bids. Bids will be opened and publicly read aloud at the time and place designated in the Notice Inviting Bids.

11. CONTRACT REQUIREMENT: The bidder to whom award is made will execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to the address given in the Proposal Form or within ten (10) calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first. The Contract will be made in the form adopted by the District, unless otherwise agreed. The bidder warrants that bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the contract hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, bidder will comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

12. AWARD OF CONTRACT: The Contract will be awarded to the lowest responsible bidder complying with these instructions and with the Notice Inviting Bids. The District, however, reserves the right to reject any and all bids and, so far as permitted by law, to waive any informality in the bids received in order to serve the best interest of the Rancho Simi Recreation and Park District. If an award is made, the Contract shall be awarded within forty-five (45) days after the opening of the bids.

a. The District additionally reserves the right to award this Contract under the following provisions:

i. To award this Contract to a bidder, or bidders, other than the lowest bidder, when the Board of Directors determines that such action would be in the best interest of the District.

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

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

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

13. FAILURE TO ACCEPT CONTRACT: If, upon notification of intent to award the bid by the
District, the bidder fails to enter into the Contract within the specified time period, the pending award will be annulled. Any bid security will be forfeited in accordance with these Bid Terms and Conditions if a bidder’s bond or security is required. An award may be made to the next lowest responsible bidder who will fulfill every term and condition of the bid.

14. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any Contract to be entered into in accordance with Notice Inviting Bids and these instructions or any part thereof, or of funds to be received thereunder, will be recognized by the awarding authority and the surety unless each has had notice of such assignment in writing and has consented thereto in writing. This shall not be deemed to apply to an assignment by way of security.

15. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid, unless alternate bids are specifically requested. A person, firm or corporation that has submitted a sub-proposal to a bidder or that has quoted prices of materials to a bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

16. LABOR ACTIONS: In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the District reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsible bidder.

17. NON-COLLUSION AFFIDAVITS: The District reserves the right that before any award of the contract is made, it may require any bidder to whom it may make an award of the principal contract to execute a Non-Collusion Affidavit in the form attached to the Proposal Form. The District also reserves the right to require that the Principal Contractor shall, before awarding any subcontract, obtain from the proposed subcontractor Non-Collusion Affidavit in the form also attached to the Proposal Form.

18. EXAMINATION OF BIDS: Neither the Contractor’s representatives nor the general public will be permitted to review or examine bid forms or documentation at the bid opening. Copies of all bids received will be publicly displayed for the bidder’s representatives and the general public’s examination on January 12th, 2019 at 10:00 am at Simi Hills Golf Course, 5031 Alamo Street, Simi Valley, California, in the administrative office until such time as an award of contract has been determined.

In accordance with the Fair Trade and Privacy Act, the bid executor’s name, title or any other personal identifiable feature except for the corporation or firm submitting the bid will be obliterated beyond recognition. Grievance forms will be provided for any person(s) wishing to contest any or all of the bids presented. If no bona fide grievance is determined by the Rancho Simi Recreation and Park District’s Board of Directors, the award of contract will be made in accordance with Item 12 on Page 200-3 titled "Award of Contract".

END OF DOCUMENT
PROPOSAL FORM

PROJECT: Simi Hills Golf Course Cart Fleet Contract

BIDDER: ________________________________

BID OPENING DATE: January 11th, 2019

TIME: 2:00 p.m.

TO: Rancho Simi Recreation and Park District Board of Directors
    Simi Hills Golf Course
    5031 Alamo Street
    Simi Valley, California 93063

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

Simi Hills Golf Course
Cart Fleet Contract

and after having carefully examined the Bid Terms and Conditions and Bid Specifications for the same and having read the accompanying proposal, I/we agree to enter into a Contract to provide a Cart Fleet and all materials, equipment and services necessary to fulfill the above mentioned Contract to completion in accordance with the Bid Specifications, including the Bid Terms and Conditions which are a part thereof.

In submitting this proposal, I agree to hold my bid open for a period of forty-five (45) days following the date of opening of bids.

SIMI HILLS GOLF COURSE GOLF CART UNIT PRICES:

Year / Make / Model: ________________________________

Unit Cost / Month: _________ X 84 Carts: _________

Tax (7.25%): _________

Total Cost / Month: _________

X 42 Months: _________

Estimated delivery date: (Assuming contract is awarded by January 18th, 2019): _________
**SIMI HILLS GOLF COURSE UTILITY CART UNIT PRICES:**

<table>
<thead>
<tr>
<th>Year / Make / Model:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost / Month:</td>
<td></td>
</tr>
<tr>
<td>X 8 Carts:</td>
<td></td>
</tr>
<tr>
<td>Tax (7.25%):</td>
<td></td>
</tr>
<tr>
<td>Total Cost / Month:</td>
<td></td>
</tr>
<tr>
<td>X 42 Months:</td>
<td></td>
</tr>
</tbody>
</table>

Estimated delivery date:
(Assuming contract is awarded by January 18th, 2019):

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**Attach a copy of the manufacturer’s warranty to the Proposal Form.**

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete the Contract in conformity with the Bid Specifications, including Bid Terms and Conditions, and addenda, and other Contract Documents.

The District hereby notifies the bidders that the quantity shown is the exact requirement of this Contract. This monthly lease payment will be used by the District to determine the lowest responsible bidder.

**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 equipment, warranty, and service work submitted and to be the sole judge of any such relative merits; and said District will award the Contract or order for providing said equipment and services to the lowest responsible bidder based on the equipment, warranty and services best suited to the needs of the District 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 to perform the Contract, makes that bidder a better choice, OR
3. When the bids given for the basic bid and various bid alternates for which the District wishes to contract to make a given bid more advantageous to the District than others.

ADDENDA

This bid includes ADDENDUM NO: ______ Dated: ______________________

This bid includes ADDENDUM NO: ______ Dated: ______________________

ASSIGNMENT

This Contract shall not be assigned by the bidder.

REFERENCES

Provide three (3) client references below, including all relevant contact information. Higher value may be placed on those bids containing strong public agency references.

1) Organization: ____________________________ Make / Model: ________________
   Address: ________________________________ City, State: ____________________
   Contact Name: __________________________ Phone: ______________________

2) Organization: ____________________________ Make / Model: ________________
   Address: ________________________________ City, State: ____________________
   Contact Name: __________________________ Phone: ______________________

3) Organization: ____________________________ Make / Model: ________________
   Address: ________________________________ City, State: ____________________
   Contact Name: __________________________ Phone: ______________________

AFFIDAVIT

The bidder 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, no collusion with any other person has occurred, nor has this proposal been submitted in the interest of any other person, nor has anyone been induced to submit a sham bid or to refrain from bidding.

Proposal Form 400 - 3

BIDDER'S INITIALS ______
NAME OF BIDDER: ____________________________________________

BY: _________________________________________________________

TITLE: _______________________________________________________

ADDRESS: __________________________________________________

CITY / STATE / ZIP: ___________________________________________

PHONE NUMBER: _____________________________________________

FAX NUMBER: _______________________________________________

DATE: _______________________________________________________

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

Check one:  ( ) Owner
( ) Partnership
( ) Company
( ) Corporation
( ) Other

END OF DOCUMENT

Proposal Form
400 - 4

BIDDER’S INITIALS____