

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board

Agenda Package

August 12, 2014

PUBLIC COPY

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**AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

**Tuesday, August 12, 2014
7:00 p.m.**

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Casey, Coletta, DeMarco, Kahlert
President Maynard
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
 - a. OC Sheriff Lt. Robert Gunzel re: Quarterly Crime Statistics.
 - b. Ms. Christy Watson-OCFA re: Water Safety.

B. ADDITIONS TO AGENDA - None

In accordance with Section 54954 of the Government Code (Brown Act), action may be taken on items not on the agenda, which was distributed, if:

A majority of the Board determines by formal vote that an emergency exists per Section 54956.5 (for example, work stoppage or crippling disaster which severely impairs public health and/or safety); or

Two-thirds (2/3) of the Board formally votes or, if less than 2/3 of members are present, all of the Board members present vote, that there is a need to take immediate action, which arose after the agenda was posted.

C. PUBLIC FORUM

Any person may address the Board of Directors at this time upon any subject within the jurisdiction of the Rossmoor Community Services District; however, any matter that requires action may be referred to Staff at the discretion of the Board for a report and action at a subsequent Board meeting.

D. REPORTS TO THE BOARD

1. REPORT OF THE PARKS & FACILITIES COMMITTEE RE: FEE STUDY AND FEE SCHEDULE ADJUSTMENTS.
2. REPORT OF THE GENERAL MANAGER RE: I-405 IMPROVEMENT PROJECT.

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular Board Meeting of July 8, 2014.
- b. Special Board Meeting of July 21, 2014.

2. JUNE REVENUE AND EXPENDITURE REPORT.

3. QUARTERLY STATUS REPORT.

4. QUARTERLY TREE REPORT.

5. JULY COYOTE SIGHTINGS/ACTIVITY REPORT.

Consent items are expected to be routine and non-controversial, to be acted upon by the Board of Directors at one time. If any Board member requests that an item be removed from the Consent Calendar, it shall be removed by the President so that it may be acted upon separately.

F. PUBLIC HEARING-None

G. RESOLUTIONS -None

H. REGULAR CALENDAR

1. RECREATION ANNUAL REPORT.

2. ADVERTISE FOR BIDS FOR REPAIR OF SIGNATURE WALL.

3. REPORT OF THE GENERAL MANAGER RE: INSTALLATION OF SOUTHERN CALIFORNIA GAS CO. DATA COLLECTION UNITS (ANTENNAS) WITHIN THE DISTRICT.

4. SPECIAL EVENT REQUEST FOR USE OF RUSH PARK FOR THE ANNUAL SCHOOL GHOUL 5K RUN/WALK EVENT.

5. GOLDEN STATE WATER COMPANY NEW RATE APPLICATION.

I. GENERAL MANAGER ITEMS

This part of the Agenda is reserved for the General Manager to provide information to the Board on issues that are not on the Agenda, and/or to inform the Board that specific items may be placed on a future Agenda. No Board action may be taken on these items that are not on the Agenda

J. BOARD MEMBER ITEMS

This part of the Agenda is reserved for Board members to request that specific items be placed on a future Agenda. The Board may not discuss or take action on items that are not on the Agenda.

K. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1).

Name of Case: RCSD v. Steven Wickser, et al.
OC Superior Court Case No. 30-2013-00687577-CU-MC-CJC.

L. ADJOURNMENT

It is the intention of the Rossmoor Community Services District to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the District will attempt to accommodate you in every reasonable manner.

Please contact the District Office at (562) 430-3707 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors.

Any such writing will be available for public inspection at the District offices located at [3001 Blume Drive, Rossmoor, CA 90720](http://www.rossmoor-csd.org). In addition, any such writing may also be posted on the District's web site at www.rossmoor-csd.org.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the August 12, 2014, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:



James D. Ruth
General Manager

Date August 5, 2014

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
Subject: PRESENTATIONS FOR MEETING OF AUGUST 12, 2014

RECOMMENDATION:

Receive presentations.

BACKGROUND:

The report reflects the order of presentations for your Regular August Meeting of the Board.

- a. OC County Sheriff Lt. Rob Gunzel re: Quarterly Crime Statistics.
- b. Ms. Christy Watson-OCFA re: Water Safety.

ATTACHMENTS:

1. Quarterly Crime Statistics-2nd Quarter 2014.
2. Water Safety and Drowning Prevention Flyers



Orange County Sheriff's Department Rossmoor Crime Data June 2014

Offense	Jan'13	Feb'13	Mar'13	Apr '13	May'13	Jun'13	Jul'13	Aug'13	Sep'13	Oct'13	Nov'13	Dec'13	Total 2013
187	0	0	0	0	0	0	0	0	0	0	0	0	0
211	0	0	0	0	0	0	0	0	0	0	0	0	0
245	0	0	0	1	0	0	0	1	0	0	0	0	2
459C	1	0	0	0	0	0	0	1	0	0	0	0	2
459R	12	3	7	4	2	0	1	1	0	7	3	1	41
459V	10	4	4	0	0	1	1	2*	0	1	1	3	27*
487	1	0	1	4	1	0	0	0	0	0	5	0	12
488	3	8	2	3	5	4	5	2	1	5	8*	0	46*
594	0	1	3	1	1	0	2	3	0	0	2	1	14
594G	0	0	0	0	3	0	0	0	0	0	0	0	3
10851	1	2	1	0	0	0	0	0	1	1	0	0	6
RecStln	1	0	0	1	0	0	0	0	0	0	0	0	2
Total	29	18	18	14	12	5	9	10*	2	14	19	5	155*

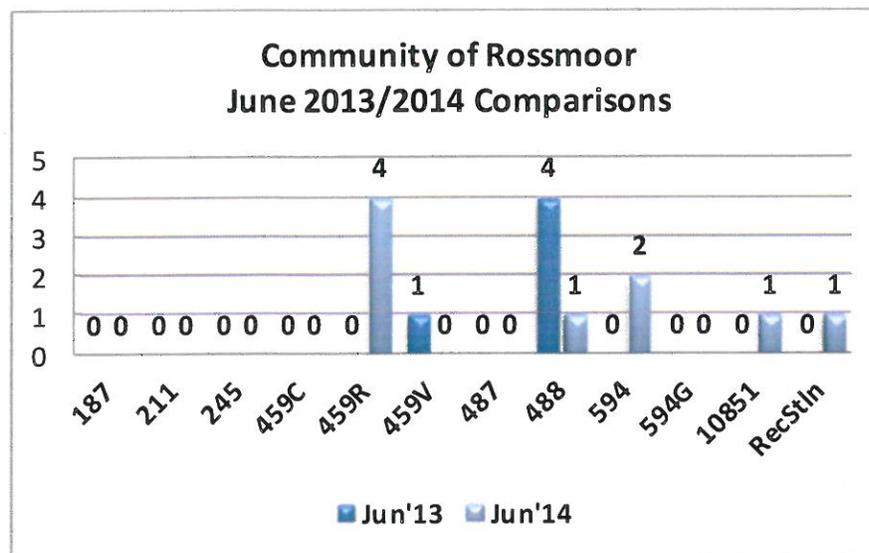
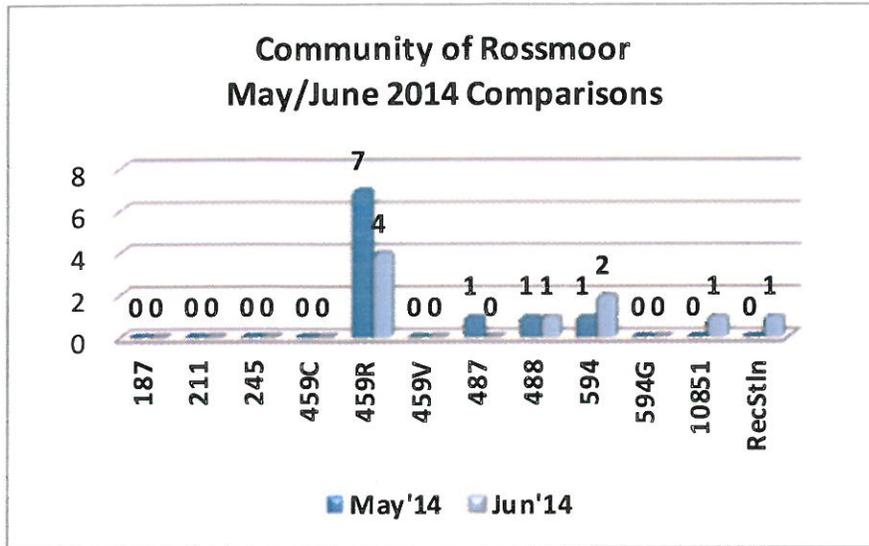
Offense	Jan'14	Feb'14	Mar'14	Apr'14	May'14	Jun'14	Jul'14	Aug'14	Sep'14	Oct'14	Nov'14	Dec'14	Total 2014
187	0	0	0	0	0	0							0
211	0	0	1	0	0	0							1
245	0	0	1	0	0	0							1
459C	0	0	0	0	0	0							0
459R	3*	3	2	2	7	4							21*
459V	0	0	0	1	0	0							1
487	0	1	0	0	1	0							2
488	3	0	1	1	1	1							7
594	0	0	1	0	1	2							4
594G	0	0	1	0	0	0							1
10851	4	0	0	3	0	1							8
RecStln	4	0	0	2	0	1							7
Total	14*	4	7	9	10	9							53*

***There was a total of 9 incidents for the month of June 2014.
Crime decreased 10% for June 2014 compared to May 2014.
Crime increased 80% overall for June 2014 compared to June 2013.***

** includes attempts*



Orange County Sheriff's Department Rossmoor Crime Data June 2014

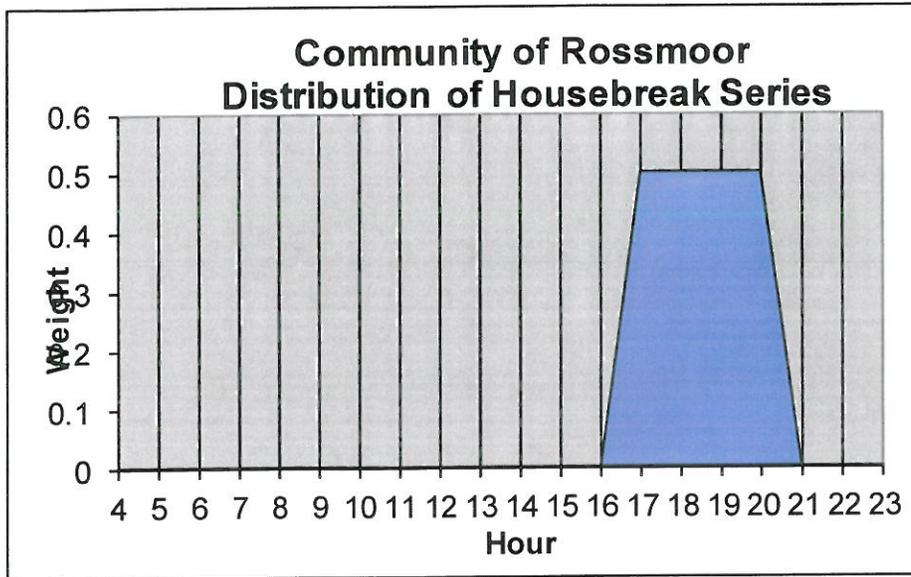


June Crimes

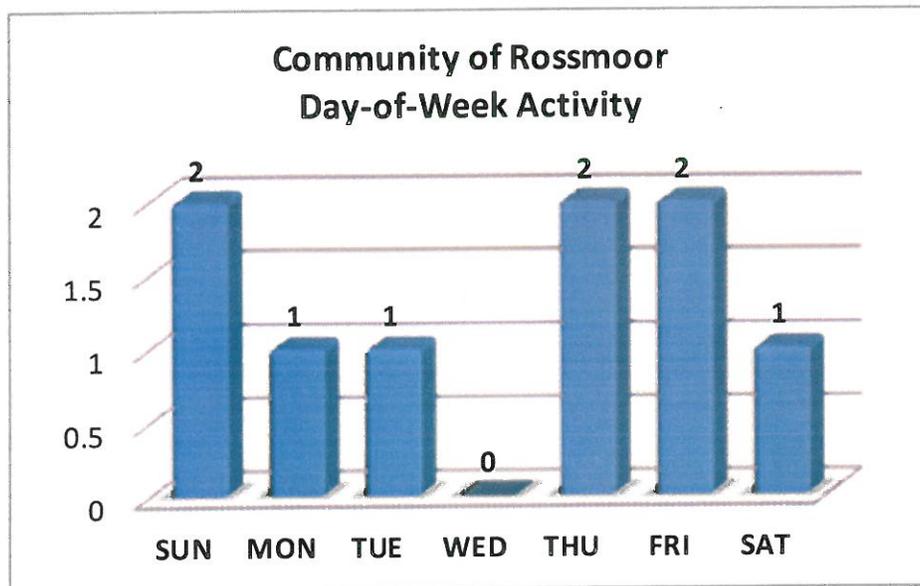
There were 9 incidents for Rossmoor for the month of June 2014. The highest crimes were residential burglaries of which 3 out of 4 hand open/unsecured entrances.



Orange County Sheriff's Department
Rossmoor Crime Data
June 2014



Depicted above is a chart with hours in which the residential burglaries occurred. The hours of activity were between 1600 - 2100 hours. The best peak times were 1700-2000 hours.



Thursday-Sunday had the most activity for the month of June. For the residential burglaries Friday, had 2 incidents and Tuesday night -Thursday morning and Thursday night - Friday morning had 1 incident each.

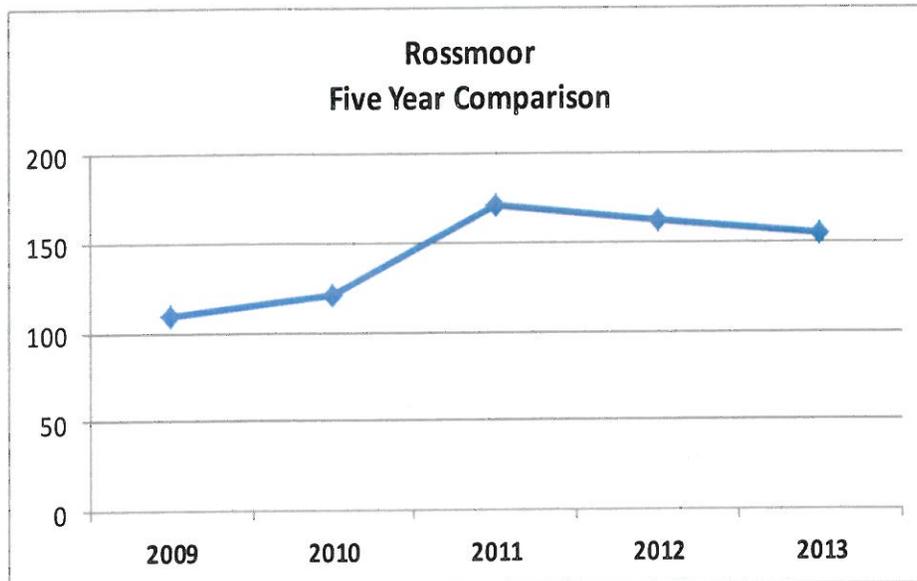


Orange County Sheriff's Department Rossmoor Crime Data June 2014

Type of Report	2009	2010*	2011	2012	2013
187	0	0	0	1*	0
211	1	3	3*	1	0
245	0	0	1	1	2
459C	2	2*	2	2	2
459R	18	30*	33	44*	41
459V	15	22	27	16*	27
487	21	12	22	22	12
488	39	37*	50	37	46
594	9	7	26	25	14
594G	5	5	0	4	3
10851	0	0	6	6	6
RecStln	0	0	2	4	2
TOTAL	110	121*	172*	163*	155

* includes attempts

Tracking 10851/RecStln in 2011



The five-year comparisons are showing that 2013 decreased 58% compared to 2012. The highest crimes for the five-year comparisons are petty thefts with residential burglaries coming in with second highest incidents for Rossmoor.

2014 will be added to the graph at the end of the year to show the total crime comparisons for Rossmoor.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4b

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
Subject: PRESENTATIONS FOR MEETING OF AUGUST 12, 2014

RECOMMENDATION:

Receive presentations.

BACKGROUND:

The report reflects the order of presentations for your Regular August Meeting of the Board.

- a. OC County Sheriff Lt. Rob Gunzel re: Quarterly Crime Statistics.
- b. Ms. Christy Watson-OCFA re: Water Safety.

ATTACHMENTS:

1. Quarterly Crime Statistics-2nd Quarter 2014.
2. Water Safety and Drowning Prevention Flyers



Learn the ABC's of Pool Safety

www.ocfa.org

California leads the nation in drownings. These needless tragedies are the leading cause of accidental injury and death in children under the age of five and the second leading cause of death in children under the age of 14. In Southern California, drowning prevention and water safety should be practiced on a year-round basis with special emphasis during the summer months. Below are the ABC's of water safety. By learning these water safety tips you and your child will learn how to prevent drownings.

A – Adult Supervision

Assign a “Water Watcher”

- Assign an adult “water watcher” who can swim to specifically watch the water.
- Designate an adult to supervise the children in and around the pool/spa area especially during social gatherings.
- **Never leave children in or around a pool unattended** – not even for one second.
- Take the children out of and away from the swimming pool/spa area for any distractions such as a telephone call or to use of restroom.
- Do not rely on flotation devices. They should not be used as a substitute for adult supervision.
- Post pool address and an emergency number.



B – Barriers

- Install and maintain proper fencing around the pool to isolate your swimming area from the home and play area.
- Use multiple layers of protection such as safety covers, gate alarms, door alarms and motion-detection devices **Inspect them monthly.**
- Make sure all gates are self-closing, self-latching and open outward away from the pool.
- Take away all objects that allow a child to climb up to reach the gate latch or climb over the fence.

C – Classes – “CPR”

- Learn CPR, first aid, and rescue techniques.
- Learn swim skills through on-going qualified instruction.
- Keep rescue equipment such as a shepherd's hook, life-saving ring, and CPR sign mounted by the pool to instruct others.
- Find out and understand the proper behavior in and around the water. Teach children the same behaviors.



What To Do If A Child Falls Into A Pool!

- Yell for help and check the scene to make sure that you can safely help the child.
- Get the child out of the pool and onto the pool deck.
- Check for consciousness by tapping and shouting, “are you okay?”
- If someone is with you, have them call 9-1-1. Determine if the child is breathing: tilt the head back, if you don’t hear or feel breathing or see the chest rising, give two (2) Rescue Breaths then check for a pulse.
- Begin Rescue Breathing or CPR immediately and continue until emergency help arrives.
- If you are alone and the child is not breathing and/or does not have a pulse, start Rescue Breathing or CPR immediately. After one minute, call 9-1-1. Return to the child and continue CPR until help arrives.



Nationwide Drowning Statistics

- In 2007, there were 3,443 fatal unintentional drownings in the U.S., averaging ten deaths per day.
- In 2007, males were four times more likely than females to die from unintentional drownings.
- More than one in five fatal drowning victims are children 14 and under. For every child who dies from drowning, another four received emergency department care for nonfatal submersion injuries.
- Although drowning rates have declined nationwide, fatal drowning remains the second leading cause of unintentional injury related death for children ages 1 to 14 years.

* Stats from the Centers for Disease Control and Prevention
Swimming and Recreational Water Safety - 2007.



OCFA Offers Childhood Drowning Prevention & Water Safety Classes

OCFA offers drowning prevention and water safety classes for children and adults, featuring *Stewie the Duck* – a fun and colorful book – along with instruction from an Education Specialist. For more information or to schedule a class, contact OCFA Community Relations at (714) 573-6200.



Beach Safety



www.ocfa.org

Swim Near A Lifeguard

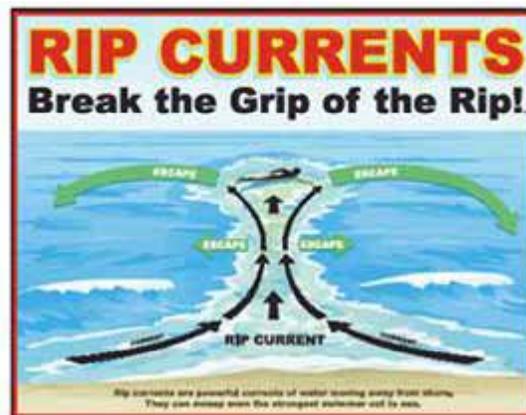
The United States Lifesaving Association statistics, over a ten-year period, show that the chance of drowning at a beach without lifeguard protection is almost five times as great as drowning at a beach with lifeguards. They have also calculated the chance that a person will drown while attending a beach protected by USLA affiliated lifeguards at 1 in 18 million.

Use Caution Near Beach Fire Pits

After a barbecue at the beach, picnickers often cover the hot coals with sand believing that this will extinguish the briquettes. Instead, the sand acts as an insulator making the coals even hotter. The result: children walking over the covered fire pit several hours later can severely burn their feet. Every year, youngsters incur very deep burns on their hands and feet, which require skin grafts and months of recuperation.

Avoid Rip Currents

A rip current is a strong, narrow, surface current of water flowing perpendicular to the beach, out into the ocean. These currents can pull the strongest swimmer into deeper water. You can generally recognize a rip current in the surf zone by a discoloration of the water that extends in a band offshore, or foam or seaweed moving steadily seaward from the breakers. Often a rip current can be identified by a mushroom-shaped plume of dirty water extending from near-shore outward to beyond the waves. Other indicators are choppy waters in an area of relatively calm waves or an offshore plume of turbid water past the breakers. Beach patrol personnel, who can easily see these characteristics from their elevated towers, typically post warnings on guarded beaches when they are observed. If you are being dragged from the shore by a rip current, remain calm! Let the current carry you. Fighting against it will only tire you, and most rip currents weaken a short distance from the sandbar that creates them. Signal to someone on the beach that you need assistance. *Source: www.masgc.org.*



IF CAUGHT IN A RIP CURRENT

- ◆ Don't fight the current
- ◆ Swim out of the current, then to shore
- ◆ If you can't escape, float or tread water
- ◆ If you need help, call or wave for assistance

SAFETY

- ◆ Know how to swim
- ◆ Never swim alone
- ◆ If in doubt, don't go out

More information about rip currents can be found at the following web sites:
www.ripcurrents.noaa.gov
www.usla.org





Pool Safety



Children drown without a sound, learning the ABC's of pool safety could help prevent this senseless tragedy. Drowning is the nation's number one killer of children under the age of 5 and it's the second leading cause of death from unintentional injuries for ages 1 to 14. The majority of these accidents occur in residential swimming pools and spas. The OCFA along with the other fire agencies support the ABC's of pool safety. They include:

"A"- Adult Supervision: It is important that the "water watcher" must be somebody who is capable of swimming. Also, have more than one water watcher who can swim if possible and make sure that there is a phone nearby to call 9-1-1 in an emergency.

"B"- Barriers: In addition to barriers/layers, you should have multiple layers of protection such as safety covers, door alarms, gate alarms, and motion detectors to warn you of possible problems. On toilets you can purchase a toilet latch so that children cannot lift the cover.

"C"- Classes: Learning CPR is very, very important. What is also important is learn to swim classes for children. Lastly, stay calm when calling 911 and make sure to clearly and calmly state the information and listen for instructions as those vital seconds could save your child's life. Inform your children of the dangers and of water safety rules.

One last thought, drownings happen not only in pools and oceans, but also in areas such as bathtubs, mop buckets, toilets, and even in standing water as shallow as 2 feet. They also happen year round! Please be diligent not to have unattended children around the water. Looking away for just a few seconds could be worth a lifetime of regret.



For More Information

www.ocfa.org
www.abcpoolsafety.org
www.usla.org
www.swimforlife.com
www.choc.org

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: August 12, 2014
To: Honorable Board of Directors
From: Parks & Facilities Committee
Via: General Manager
Subject: COMMITTEE REPORT RE: PROPOSED FEE STUDY AND FEE SCHEDULE ADJUSTMENTS

RECOMMENDATION:

Receive the report of the Parks & Facilities Committee recommending a further review of the Fee Study recommendations and approval of the proposed FY 2014-2015 Fee Schedule.

BACKGROUND:

As directed by the Board, the Parks & Facilities Committee met again on July 30, 2014 for their third review of the Fee Study undertaken by the HTGroup in order to update the District's fees and charges. The purpose of this meeting was to confer with the Rossmoor Homeowners Association on the methodology and conclusions contained in the Fee Study and the proposed Fee Schedule.

After their discussion, the Committee agreed to continue to meet with the RHA on their issues involving the Fee Study. The Committee also voted to recommend adoption by the Board of the proposed FY 2014-2015 Fee Schedule.

ATTACHMENTS:

1. Proposed FY 2014-2015 Fee Schedule.



RCSD FEE SCHEDULE 2014/2015



RUSH PARK 3001 Blume Dr., Rossmoor, CA 90720

MISC. RENTAL FEES (per use)	
Podium	\$50
Portable Screen	\$15
Risers	\$30

FACILITIES	RES	NON RES	CAP
Auditorium	\$57 hr.	\$78.00 hr.	300-600
300+ Guests ★	\$77 hr.	\$98.00 hr.	300-600
East Rm	\$15 hr.	\$20.50 hr.	30
Kitchen	\$42.50 hr.	\$60 hr.	N/A

PICNIC SITES	RESIDENTS ONLY
Canopy A	\$30+
Site B	\$21+ 

Flat Rate + Permit Fee

MINI-PARKS	RESIDENTS ONLY
Kempton Rd.	\$21+ 

Flat Rate + Permit Fee

BOUNCE HOUSE FEE: \$15

FIELDS	RES	NON RES	Softball
Fields 1, 2, 3,4	\$12.00 hr.	\$18.50 hr.	Soccer

★ **HOURLY FEES: EVENT ATTENDANT (4 hr. min.) \$20**

An Event Attendant may be mandatorily assigned to oversee your event as determined by the RCSD

WALL BANNER PERMIT FEE: \$20



ROSSMOOR PARK 3232 Hedwig Rd., Rossmoor, CA 90720



FACILITIES	RES	NON RES	CAP
Community Rm ★	\$30 hr.	\$41 hr.	40-50
Kitchen	\$16.50 hr.	\$24 hr.	N/A

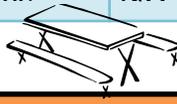
PICNIC AREAS RESIDENTS ONLY

Sites A,B,C Flat Rate: \$21+

MINI-PARKS RESIDENTS ONLY 

Foster Road Flat Rate: \$21+

Flat Rate + Permit Fee



\$60 Picnic Deposit (Over 100 people)



BOUNCE HOUSE FEE: \$15

FIELDS	RES	NON RES
Ball Fields	\$12.00hr.	\$18.50hr.
Basketball Cts.	\$12.00hr.	\$18.50hr.
Volleyball Cts.	\$12.00hr.	\$18.50hr.

TENNIS COURTS 1/2/3/4

Day Rate \$6 hr.  \$8 hr.

M-F: 5-9 pm \$8 hr. \$10 hr.

& Weekends **PER HR.**



MONTECITO CENTER 12341 Montecito Rd., Rossmoor, CA 90720



FACILITIES ★	RES	NON RES	CAP
Commy. Rms	\$26 hr.	\$35 hr.	75

REFUNDABLE DEPOSITS

★ Event Deposit	\$60
★ Picnic Deposit	\$60
Cleaning/Damage Deposit	\$175
Key/Gate Deposit	\$25
300+ Guest Deposit	\$350

★ As determined by GM for special equipment/activity/staff callout in lieu of an Event Attendant.

- Applications are processed on a first come/first served basis.
 - Setup/Takedown, within reservation timeframe, is renter's responsibility.
 - Children under 18 yrs. require adult chaperones in ratio of 1 to 10.
 - User Permits/Indemnification are mandatory for all rentals & Permits for a gathering of 50 or more people.
 - A million dollar insurance policy naming RCSD as additional insured is required for gatherings of over 150 people.
- THIS LIST IS NOT ALL INCLUSIVE

FEES	FEES (Other)
User Permit Fee \$20	False Alarm Fee \$74
UP Change Fee (2 nd) \$20	Check NSF \$25
Special Event Filing Fee \$50 (*Due at time of application submission)	As per Policy 6012.73
Appeal Fee \$50	As per Policy 6015.15



RCSD FEE SCHEDULE LONG TERM RATES 2014/2015

INTERNAL USE ONLY



RUSH PARK 3001 Blume Dr., Rossmoor, CA 90720

DEDICATED SPACE

FACILITIES	FLAT RATE
East Rm. Storage	\$650
Rm by Old Sheriff's Office	\$1,500
Aud. Storage Rm. 1	\$1,500
Aud. Storage Rm. 2	\$1,500

FACILITIES	L/T	CAP
Auditorium	\$45 hr.	299
Auditorium	\$65 hr.	300+
East Rm	\$11 hr.	30

FIELDS-Hourly	L/T	Fields
Softball & Soccer	\$6 hr.	1, 2, 3

DONATED SPACE

FACILITIES	RATE
N/A	\$0

DUAL PURPOSE SPACE

FACILITIES	L/T	CAP
West Rm	\$9 hr.	15
Calvary & L/T ONLY and RCSD Dedicated Meeting Space		



ROSSMOOR PARK 3232 Hedwig Rd., Rossmoor, CA 90720

FACILITIES	L/T	CAP
Community Rm.	\$25 hr.	40-50
Kitchen	\$13 hr.	N/A

FIELDS-Hourly	L/T	Fields
Softball & Soccer	\$6 hr.	1, 2, 3
Basketball	\$8 hr.	Courts

DONATED SPACE

FACILITIES	RATE
Sheriff's Office	\$0



MONTECITO CENTER 12341 Montecito Rd., Rossmoor, CA 90720

FACILITIES	L/T	CAP
Community Rms.	\$21.50	75

DONATED SPACE

FACILITIES	RATE
Pre-School Storage Sheds	\$0
RHA Storage Shed	\$0

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
Subject: I-405 IMPROVEMENT PROJECT UPDATE

RECOMMENDATION:

Receive report and provide direction to General Manager regarding a response to current status.

BACKGROUND:

The I-405 Improvement Project has been in development by the Orange County Transportation Authority (OCTA) for several years. Several design alternatives (*Alternatives*) have been studied and considered by the OCTA. Each Alternative has been studied based on projected traffic counts between the Euclid interchange and the I-405, I-605 and SR-22 interchange. These alternatives have been developed based on the number of proposed lanes [*either general purpose and/or high occupancy vehicle (HOV) lanes*].

Each Alternative was evaluated for both projected traffic flow and cost. Through an exhaustive internal and community outreach process, the OCTA Board selected Alternative 1 which would provide for demolition or modification of overpasses from Euclid Ave to the major freeway interchange in Rossmoor/Seal Beach one additional general purpose lane in each direction. The overpass improvements would provide additional lanes when funding became available.

The decision by OCTA for the preferred Alternative (*Alternative 1*) was highly influenced by the costs associated with Alternatives 1, 2, and 3 and the monies available to fund the Project. Further, preliminary Community outreach by OCTA resulted in an overwhelming opposition to other options by both residents and officials from cities along the project corridor.

At the July 22, 2013 meeting, the District's Board adopted Resolution No. 13-07-22-01 expressing continued support for Alternative 1 and opposition to HOT lanes. This action was precipitated by the introduction of a new proposal by OCTA and Caltrans to amend the project's EIS/EIR to include alternatives for HOT lanes. A deadline of August 12, 2013 was set for commenting on a revised EIS/EIR.

As a result, the District's Board convened a citizen rally of Rossmoor residents to express their views on the new proposal. Overwhelmingly, residents expressed their opposition to HOT lanes, believing that they would result in increased noise, environmental and light pollution from a backup of traffic at the 1-405, I-605, SR22 interchange. This belief was supported by the fact that there were no plans in Los Angeles County to improve capacity at the County line.

The comments of the rally participants were sent to OCTA for inclusion in the amended EIS/EIR. Thereafter, the OCTA Board once again voted to support Alternative 1. On July 24, 2014, OCTA was informed by Caltrans that they would be recommending Alternative 3 in a phased in approach. Since funding has not been identified for the HOT lane, the project could proceed with building two General Purpose lanes with the option for an additional HOT lane when funding becomes available.

An argument that the build out of the Project will be using M2 funds for other than general purpose lanes is being circulated. A counter proposal has also surfaced that as long as M2 funds are not being used to construct HOT lanes, then the issue of HOT lanes can be deferred until, and if, Caltrans obtains funds for that purpose. A counter argument can be made that the West County Connector Project interchanges along the project (the Seal Beach Blvd and Valley View interchanges) are now being built to accommodate future growth and that if future lanes were to be designated as HOT lanes, then Measure 2 monies are and would be used to facilitate future HOT lanes.

Regardless, it is Caltrans that makes the final say on the Project's design and that matter will be formally addressed by the OCTA Board in the near future. The Board will be kept informed of future developments as they occur.

ATTACHMENTS:

1. Resolution 13-07-22-01.

RESOLUTION NO. 13-07-22-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR
COMMUNITY SERVICES DISTRICT OPPOSING THE SCREENING OF
CONCEPT A AND B HOT LANES AS OPTIONS TO THE PREVIOUSLY
SELECTED PREFERRED ALTERNATIVE 1 TO THE I-405 IMPROVEMENT
PROJECT**

WHEREAS, the Rossmoor Community Services District (District) has previously taken an official position in favor of Alternative 1 and opposition to Alternatives 2 and 3.

WHEREAS, the District has had reliance on the vote of the Orange County Transportation Authority (OCTA) in selecting Alternative 1 which excluded High Occupancy Toll (HOT) lanes as the preferred Alternative in October of 2012.

WHEREAS, the District has been informed that a newly constituted Board of Directors of the OCTA voted in April 2013 to reconsider HOT lanes.

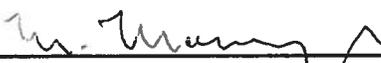
WHEREAS, the OCTA Board of Directors and the California Department of Transportation (Caltrans) has issued a Supplemental EIR/EIS which screens Concepts A and B and reintroduces the potential for HOT lanes.

WHEREAS, the District considers any variation to the I-405 Improvement Project other than Alternative 1 as detrimental to the well being of the Rossmoor community due to the impacts of traffic, noise and light and air pollution.

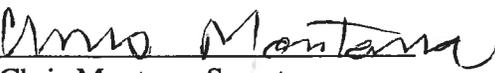
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Rossmoor Community Services District strongly opposes any deviation from the previously selected Alternative 1 which excludes HOT lanes.

PASSED, APPROVED AND ADOPTED this 22nd day of July, 2013.

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

By: 
Michael Maynard, President

ATTEST:


Chris Montana, Secretary
Rossmoor Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
Subject: MINUTES: REGULAR MEETING OF JULY 8, 2014

RECOMMENDATION:

Approve the Minutes of the Regular Meeting of July 8, 2014 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their Regular July 8, 2014 Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Regular Meeting of July 8, 2014 Prepared by the Board's Secretary/General Manager.



**MINUTES
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, July 8, 2014

A. ORGANIZATION

1. CALL TO ORDER: 7:02 P.M.

**2. ROLL CALL: Directors Coletta, Casey, DeMarco, President Maynard
Director Kahlert had an excused absence.**

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS:

a. Presentations: California Department of Fish and Wildlife Volunteer Jim Wimmer provided an educational overview of urban coyotes, their habits, proliferation mitigation techniques, safety precautions and hazing strategies. The presentation began with an instructional YouTube video entitled "How to Haze a Coyote" and followed with a question and answer session with the audience. Discussion ensued relative to green, yellow, and red threat level categorizations, call logging practices, trapping options and jurisdictions.

Director DeMarco raised concerns relative to imprinted coyote behaviors and population control. Resident Joel Block expressed many of the same concerns. President Maynard concurred and stated that further discussion was warranted at the subsequent Rossmoor Homeowners Association Board Meeting the following week. He thanked the California Department of Fish and Wildlife volunteers for their comprehensive presentation.

**WITH NO OBJECTIONS PRESIDENT MAYNARD CALLED FOR A RECESS AT 7:40 P.M.
AND RECONVENED THE BOARD MEETING AT 7:45 P.M.**

B. ADDITIONS TO AGENDA—None

C. PUBLIC FORUM

Sergeant Bellamy and Investigator Taft with the Orange County Sheriff's Department reported to the Board on recent burglary incidents in Rossmoor. Discussion ensued relative to crime prevention tips such as securing doors and windows, making sure alarms are set, recording the serial numbers of electronics and personal property, reporting unusual activity in the neighborhood and forming a strong neighborhood watch group. The Board had questions relative

to call logging procedures for assist outside agency (AOA) calls. Sergeant Bellamy stated that the responding agency takes the report, but all calls are public record.

Joel Block thanked the Board and staff for their attention to the coyote issue. He stated that he has also noticed a significant increase in coyote sightings and activity. He suggested working as a team with neighboring local and federal jurisdictions to resolve the situation. He also opined that tackling the coyote issue seriously would take a collective effort also involving citizens. Finally, he announced that he was a candidate for the 72nd Assembly and would return at a later date to address the board on this matter.

Ralph Vartabedian RHA Traffic Committee Chairman reported that the committee has made important progress on traffic issues and pedestrian safety. Over the last year the RHA has been working with the Orange County Traffic Engineer to implement a series of objectives: stop signs and crosswalks have been added on Montecito Road, parking zone changes that will help relieve apartment dweller parking on homeowner lots around Wallingsford Road and Hedwig Road, and at RCSD's request they have worked with the traffic engineer to improve ingress/egress at the Lutheran Church on Wallingsford Road. They have suggested that the engineer examine changing the no block zone so motorists leaving the church could more easily turn left or right. He concluded that these were just some of the examples of the RHA and RCSD working together cooperatively. He concluded by requesting that the Board not move forward with the fee study tonight and that no vote be taken.

Steve Steponovich opined with his rebuttal relative to the coyote hazing strategy promoted by the California Department of Fish and Wildlife representatives. He offered data from UC Davis on imprinted coyote behavior and stated that the community was way beyond the hazing stage.

D. REPORTS TO THE BOARD:

1. REPORT OF THE PARKS & FACILITIES COMMITTEE RE: FEE STUDY ADJUSTMENTS.

Receive the report of the Parks & Facilities Committee recommending approval of the fee study recommendations and FY 2014-2015 Fee Schedule recommendations for inclusion with the FY 2014-2015 Proposed Final Budget.

Henry Taboada of HT Group reported to the Board on the fee study and provided an in depth overview stating that facility rentals were the district's most profitable revenue source. He stated that he had worked cooperatively with staff and the Parks and Facilities Committee to arrive at the current findings. Discussion ensued relative to methodology and cost recovery goals. Director Coletta had questions relative to RHA notice and input at the Parks and Facilities Committee meetings. The General Manager stated that adequate notice had been given and ample opportunity for input provided.

Mark Nitikman and Ralph Vartabedian requested that the Board defer their decision on the fee study and fee schedule until they had a further opportunity to review the study and provide their input.

Motion by Director Coletta, seconded by President Maynard to receive the fee study report of the Parks & Facilities Committee and take no action on implementing any changes to fees. Motion passed 4-0.

Motion by President Maynard, seconded by Director Casey to send the fee study back to the Parks and Facilities Committee, schedule a meeting of the committee prior to the August board meeting to work collaboratively with three RHA members and bring the final report and recommendations back to the Board at their August 12th board meeting for inclusion on the agenda. Motion passed 4-0.

2. RCSD PROCLAIMS JULY 2014 AS PARKS MAKE LIFE BETTER![®] MONTH

Receive the report recommending that July 2014 be proclaimed as Parks Make Life Better Month and in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.

The General Manager reported... Emily Gingras reported...

Motion by Director Casey, seconded by Director Coletta to receive the report recommending that July 2014 be proclaimed as Parks Make Life Better Month and in doing so, urge all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities. Motion passed 4-0.

E. CONSENT CALENDAR

1a. MINUTES REGULAR BOARD MEETING—June 10, 2014

2. REVENUE AND EXPENDITURE REPORT—May 2014

Motion by Director Coletta, seconded by Director DeMarco to approve the consent calendar as submitted. The consent calendar was unanimously approved as submitted, 4-0.

F. PUBLIC HEARING:

1. ADOPTION OF FY 2014-2015 FINAL BUDGET

Recommendation to open hearing, receive presentation from General Manager, take public testimony, close hearing, deliberate and approve Fiscal Year 2014-2015 Proposed Final Budget. Upon the Board's approval of the Proposed Final Budget, the Board will be asked to adopt Annual Budget Revenues and Expenditures Total Amounts by resolution.

The General Manager reported that this year's budget was a balanced budget which has \$728K in reserves, no unfunded liabilities, addresses capital needs as recommended by the C.I.P. committee, has no fiscal impact from state or county and is concurred with by the board's budget committee.

President Maynard opened the budget hearing to the public. Seeing no public comments,

President Maynard closed the budget hearing.

Motion by Director Coletta, seconded by Director Casey to approve Fiscal Year 2014-2015 Proposed Final Budget by roll call vote. Motion passed unanimously by roll call vote 4-0.

G. RESOLUTIONS:

1. RESOLUTION NO. 14-07-08-01 APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2014-2015.

Recommendation to approve Resolution No. 14-07-08-01 by reading the title only and waiving further reading as follows:

RESOLUTION NO. 14-07-08-01 APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2014-2015.

Motion by Director Coletta, seconded by Director Casey to adopt Resolution No. 14-07-08-01 by roll call vote. Motion passed unanimously by roll call vote 4-0.

2. RESOLUTION NO. 12-07-08-02 ESTABLISHING THE ANNUAL BUDGET REVENUE AND EXPENDITURES TOTAL AMOUNT FOR FISCAL YEAR 2014-2015 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT.

Recommendation to approve Resolution No. 14-07-08-02 by reading the title only and waiving further reading as follows:

RESOLUTION NO. 12-07-08-02 ESTABLISHING THE ANNUAL BUDGET REVENUE AND EXPENDITURES TOTAL AMOUNT FOR FISCAL YEAR 2014-2015 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT.

Motion by Director Coletta, seconded by Director Casey to adopt Resolution No. 14-07-08-02 by roll call vote. Motion passed unanimously by roll call vote 4-0.

3. RESOLUTION NO. 12-07-08-03 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING JULY 2014 AS THE OFFICIAL 'PARKS MAKE LIFE BETTER!'® MONTH AS PART OF A LARGER STATEWIDE PUBLIC AWARENESS CAMPAIGN

Recommendation to adopt Resolution No. 14-07-08-03 by reading the title only and waiving further reading as follows:

RESOLUTION NO. 12-07-08-03 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING JULY 2014 AS THE OFFICIAL 'PARKS MAKE LIFE

BETTER![®] MONTH AS PART OF A LARGER STATEWIDE PUBLIC AWARENESS CAMPAIGN

Motion by Director Casey, seconded by Director DeMarco to approve Resolution No. 14-07-08-03 by roll call vote. Motion passed unanimously by roll call vote 4-0.

H. REGULAR CALENDAR:

1. PROFESSIONAL SERVICES AGREEMENT-TENNIS INSTRUCTION.

Recommendation to approve a new agreement to provide tennis instruction with Mr. Fernando Molina. The General Manager reported that Mr. Molina has been in full compliance with the terms of his contract for the last three years and he is requesting a renewal of his Agreement for another period of three years. Brief discussion ensued relative to the recommendation. Director Coletta inquired as to whether there were any significant changes in the new agreement. General Counsel stated that the only change made was strengthening the indemnification language in favor of the district.

Motion by Director Coletta, seconded by Director Casey to approve the renewal of a new three year agreement with tennis instructor Fernando Molina. Motion passed 4-0.

2. REPORT OF THE GENERAL MANAGER RE: SOUTHERN CALIFORNIA GAS CO-INSTALLATION OF DATA COLLECTION UNIT IN ROSSMOOR.

Recommendation to receive the oral report of the General Manager regarding the installation of Smart Meters and transmission antennas (*data collection units*) in Rossmoor.

The General Manager announced that he had set up a proposed smart meter installation location tour with the new Southern California Gas Company Project Manager Jeffrey Del Rio for this Thursday at 1:00 p.m. in Rossmoor. Discussion ensued relative to possibly rescheduling the meeting at a time when either Director Coletta and/or Director Casey could be in attendance as well. The General Manager stated that he would try to get the meeting rescheduled in order to accommodate the Director's schedules. The report was received and filed.

3. EXTENSION OF AGREEMENT TO PROVIDE AUDITING SERVICE WITH ROGERS, ANDERSON, MALODY & SCOTT, LLP.

Recommendation to discuss and approve an extension of the current Agreement with Rogers, Anderson, Malady & Scott, LLP for provision of auditing services for the District.

The general manager reported that the RAMs had proven to be a responsive, helpful and dedicated performer over the years. He considered them to be a valuable asset to the district. Discussion ensued relative to justification for the 15% increase.

Motion by Director Coletta, seconded by Director Casey to approve an extension of the current agreement with Rogers, Anderson, Malady & Scott, LLP for provision of auditing services for the District. Motion passed 4-0.

I. GENERAL MANAGER ITEMS:

The general manager briefed the board on the status of several CIP Projects. He stated the auditorium lighting is in the process of being upgraded with energy efficient, state and county-compliant fixtures. Permits have been obtained and installation is scheduled to begin soon. The Montecito Center kitchen is in the process of being upgraded with new ADA compliant signage and parking lot striping. Brand new cabinetry and appliances have been installed and the project should be completed shortly. The Signature wall brick panel has been evaluated, the permitting process is underway and the bid documents are being prepared for going out to bid. He stated that there would be a water safety presentation at the August board meeting and concluded by announcing the upcoming Shakespeare in the Park event at 7 p.m. on Saturday, July 12th and Sunday, July 13th.

J. BOARD MEMBER ITEMS

Director Coletta stated that he concurred with President Maynard and resident Steve Steponovich regarding the coyote issue. He feels the matter has gone beyond the hazing stage and that trapping is necessary in order to eliminate the imprinted individuals. He also requested that staff contact Orange County Vector Control to eradicate the increasing rodent population thereby reducing one of the coyote attractants.

Director Coletta expressed his desire to upgrade the Rush Park auditorium entrance and foyer area which faced the parking lot. He commented that this particular entry is heavily utilized and should be improved and made more attractive for use as a conversational area before, during and after meetings.

Director Casey reported on the latest I-405 Project updates and CalTrans toll road decision status. He reported that he had attended the I-405 Expansion Project Team meeting consisting of OCTA and CalTrans. He announced that CalTrans is scheduled to meet July 23rd and 24th and will meet to announce their decision regarding toll roads and he planned to be in attendance and report back to the Board. Despite the RCSD and corridor cities opposition to toll roads, CalTrans is expected to select Alternative 3 with one General Purpose lane and one HOT (toll) lane. He stated the RCSD has always been in support of Alternative 1 and no toll lanes. He encouraged the public to visit the website and contact OCTA Public Affairs officer Christina Byrne to voice their opposition to toll lanes. He concluded by praising the Fourth of July Fireworks event at the Joint Forces Training Base.

Director DeMarco asked Director Casey to remind the community about the true monetary cost of toll lanes. Director Casey responded that it was approximately \$11 each way, which added up to \$22 per day; \$100 per week; in addition to the ½ cent sales tax citizens already pay. Director DeMarco suggested sending out an E-Blast to remind residents of this fact and provide them with the contact information to oppose and opine.

Director DeMarco remarked that this year's Fourth of July Fireworks Spectacular at the JFTB was a successful event attracting between ten and fifteen thousand people and that he had a great time with family and friends. Finally he thanked everyone for showing up to participate for the coyote presentation. He stated that he and his children had a coyote encounter on Bostonian Road and sees

coyotes as a big problem. He concurred with Director Coletta that the solution goes beyond hazing and he has noticed a significant increase in activity. He commented that in other states, the coyotes exhibit wild behavior and fear of humans, but in Rossmoor the coyotes are fearless, and in his opinion, imprinted, making them a potential threat. He had also observed coyotes hiding in the shrubbery at Kempton Mini-Park and requested that the shrubs be trimmed in order to discourage said behavior. Finally, he reminded residents to contact the RCSD and visit the website in order to comprehensively track the coyote sightings and occurrences.

President Maynard stated that it was good to see a packed house. He reminded residents to protect their pets and children from coyotes. He added that he liked the District coyote log. He thanked Ms. Deering for compiling the data which showed a total of 15 coyote sightings in the past couple of months with no pets injured or killed and no attacks on humans. He opined that while this is good news, there is still work to be done. He concluded that he looked forward to attending next week's RHA board meeting with resident Steve Steponovich. He thanked Joel Block for his attendance and sharing his opinions on the coyote matter, he thanked RHA Traffic Committee Chairman Ralph Vartabedian for making headway on the various traffic issues, he thanked the Orange County Sheriff Department for their insight and crime prevention tips. Finally he reminded the community to utilize the OCSD vacation check link on the district website when traveling away from home.

K. CLOSED SESSION—None

L. ADJOURNMENT:

Motion by Director Casey, seconded by Director DeMarco to adjourn the regular meeting at 10:00 p.m. Motion passed 4-0.

SUBMITTED BY:

James D. Ruth
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1b.

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
Subject: MINUTES: SPECIAL MEETING OF JULY 21, 2014

RECOMMENDATION:

Approve the Minutes of the Special Meeting of July 21, 2014 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their Special July 21, 2014 Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Special Meeting of July 21, 2014 Prepared by the Board's Secretary/General Manager.



**MINUTES
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

SPECIAL MEETING

12461 Foster Road at Gertrude Drive in Rossmoor, CA 90720

Monday, July 21, 2014

A. ORGANIZATION

1. CALL TO ORDER: 4:21 P.M.

2. ROLL CALL: Directors Casey, Coletta, DeMarco, Kahlert
President Maynard

B. SPECIAL AGENDA

1. DISCUSSION AND POSSIBLE ACTION RE: SOUTHERN CALIFORNIA GAS COMPANY PROPOSED LOCATION AND INSTALLATION OF A SMART METER DATA COLLECTION UNIT (DCU) IN ROSSMOOR

The General Manager reported that he had met with Southern California Gas Company Representatives on July 15, 2014. At said meeting, Gas Company representatives offered a final option, which was to install a new street light at the Gertrude and Foster location and cohabitate the smart meter data collection unit with the street light; thereby reducing the impact to residents and providing the added benefit of enhanced street lighting to the community.

Discussion ensued relative to the practicality and aesthetic impact of this latest suggestion since there was already a street light in close proximity in addition to a telephone pole and large utility box. Several board members suggested the possibility of cohabitating the DCU device on one of the existing Southern California Edison light poles on nearby Foster Road instead. The General Manager stated that the Gas Company did not have So Cal Edison's authorization to cohabitate on any other street light so it was not an option. Director Coletta inquired as to why the DCU couldn't be located outside of the community. The General Manager replied that we did not own the property and those locations would impair the range of the unit's signal transmission. Further discussion ensued relative to the cost of replacing the three light posts versus installing a new one and future lighting assessment costs to the community.

2. PUBLIC COMMENT: None

Motion by President Maynard, seconded by Director Coletta to reject Southern California Gas Company's proposal to install a new street light at the Gertrude and Foster Road location and cohabitate the smart meter data collection unit (DCU) at that location. It was recommended to instead, cohabitate the smart meter DCU on one of the three existing streetlights (preferably the newest pole) located on nearby Foster Road parallel to the Gertrude location. Motion passed 4-1, with Director Casey voting No.

C. ADJOURNMENT:

Motion by President Maynard, seconded by Director DeMarco to adjourn the regular meeting at 4:50 p.m. Motion passed 5-0.

SUBMITTED BY:

James D. Ruth
General Manager

DRAFT

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
Subject: REVENUE & EXPENDITURE REPORT - June, 2014

RECOMMENDATION:

Receive and file the Revenue and Expenditure Report for June, 2014.

BACKGROUND:

The Revenue & Expenditure Report is submitted on a monthly basis as an indication of the District's unaudited year-to-date revenues and expenses. Where appropriate, footnotes provide information which explains current anomalies.

ATTACHMENTS:

1. Revenue & Expenditure Report for the month of June, 2014.

REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 June 2014 @ 100%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES	712,540.00	729,540.00	733,434.44	6,006.23	-3,894.44	100.5
STREET LIGHT ASSESSMENTS	249,000.00	253,500.00	257,353.83	2,378.40	-3,853.83	101.5
USE OF MONEY AND PROPERTY	2,100.00	2,100.00	1,193.43	179.75	906.57	56.8
OTHER GOVERNMENT AGENCIES	57,800.00	57,800.00	5,428.82	814.33	52,371.18	9.4
FEES AND SERVICES	122,000.00	150,500.00	149,826.25	17,256.00	673.75	99.6
OTHER REVENUE	23,000.00	29,500.00	28,018.45	158.36	1,481.55	95.0
TRANSFER IN OTHER FUNDS	0.00	17,500.00	17,500.00	0.00	0.00	100.0
Total Revenues	1,166,440.00	1,240,440.00	1,192,755.22	26,793.07	47,684.78	96.2
Expenditures						
ADMINISTRATION 1, 2, 3, 4	316,375.00	388,600.00	390,207.41	27,453.77	-1,607.41	100.4
RECREATION 1, 4	115,300.00	114,250.00	112,927.01	8,491.03	1,322.99	98.8
ROSSMOOR PARK 1, 4, 5	176,815.00	179,553.00	182,143.21	14,567.51	-2,590.21	101.4
MONTECITO CENTER 4, 6	69,020.00	70,166.00	70,513.25	4,926.74	-347.25	100.5
RUSH PARK 1, 4, 5	200,391.00	201,696.00	204,635.46	15,986.56	-2,939.46	101.5
STREET LIGHTING	107,480.00	107,580.00	87,449.17	8,525.58	20,130.83	81.3
ROSSMOOR WALL	2,600.00	2,100.00	2,000.00	0.00	100.00	95.2
STREET SWEEPING	52,600.00	52,580.00	50,198.12	4,592.30	2,381.88	95.5
PARKWAY TREES	108,450.00	105,000.00	104,590.45	1,137.88	409.55	99.6
MINI-PARKS, MEDIANS & TRIANGLE 5	15,045.00	17,010.00	16,330.63	2,314.20	679.37	96.0
Total Expenditures	1,164,076.00	1,238,535.00	1,220,994.71	87,995.57	17,540.29	98.6

**Audited Fund Balance
 at June 30, 2013**

\$ 827,014.00

REVENUE REPORT
JUNE 2014 @ 100%

Page: 2
8/4/2014
2:42 pm

Rossmoor Community

For the Period: 7/1/2013 to 6/30/2014

Fund: 10 - GENERAL FUND

Revenues

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 00							
PROPERTY TAXES	712,540.00	729,540.00	733,434.44	6,006.23	0.00	-3,894.44	100.5
ASSESSMENTS	249,000.00	253,500.00	257,353.83	2,378.40	0.00	-3,853.83	101.5
USE OF MONEY AND PROPERTY	2,100.00	2,100.00	1,193.43	179.75	0.00	906.57	56.8
OTHER GOVERNMENT AGENCIES	57,800.00	57,800.00	5,428.82	814.33	0.00	52,371.18	9.4
FEES AND SERVICES	122,000.00	150,500.00	149,826.25	17,256.00	0.00	673.75	99.6
OTHER REVENUE	23,000.00	47,000.00	45,518.45	158.36	0.00	1,481.55	96.8
Dept: 00	1,166,440.00	1,240,440.00	1,192,755.22	26,793.07	0.00	47,684.78	96.2
Revenues	1,166,440.00	1,240,440.00	1,192,755.22	26,793.07	0.00	47,684.78	96.2
Grand Total Net Effect:	1,166,440.00	1,240,440.00	1,192,755.22	26,793.07	0.00	47,684.78	

EXPENDITURE REPORT
JUNE 2014 @ 100%

Rossmoor Community

For the Period: 7/1/2013 to 6/30/2014

Fund: 10 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS 1	167,775.00	197,200.00	199,728.82	17,001.09	0.00	-2,528.82	101.3
OPERATIONS AND MAINTENANCE 2	62,100.00	62,900.00	68,507.49	2,438.19	0.00	-5,607.49	108.9
CONTRACT SERVICES 3, 4	80,500.00	114,500.00	119,242.61	5,286.00	0.00	-4,742.61	104.1
CAPITAL EXPENDITURES	6,000.00	14,000.00	2,728.49	2,728.49	0.00	11,271.51	19.5
ADMINISTRATION	316,375.00	388,600.00	390,207.41	27,453.77	0.00	-1,607.41	100.4
Dept: 20 RECREATION							
SALARIES AND BENEFITS 1	84,300.00	84,400.00	89,485.08	7,250.58	0.00	-5,085.08	106.0
OPERATIONS AND MAINTENANCE	25,500.00	24,850.00	20,025.19	1,240.45	0.00	4,824.81	80.6
CONTRACT SERVICES 4	3,500.00	3,000.00	3,389.79	0.00	0.00	-389.79	113.0
CAPITAL EXPENDITURES	2,000.00	2,000.00	26.95	0.00	0.00	1,973.05	1.3
RECREATION	115,300.00	114,250.00	112,927.01	8,491.03	0.00	1,322.99	98.8
Dept: 30 ROSSMOOR PARK							
SALARIES AND BENEFITS 1	62,850.00	61,750.00	61,829.84	4,435.02	0.00	-79.84	100.1
OPERATIONS AND MAINTENANCE 5	71,065.00	80,103.00	83,841.92	7,477.49	0.00	-3,738.92	104.7
CONTRACT SERVICES 4	42,400.00	37,200.00	36,436.26	2,655.00	0.00	763.74	97.9
CAPITAL EXPENDITURES	500.00	500.00	35.19	0.00	0.00	464.81	7.0
ROSSMOOR PARK	176,815.00	179,553.00	182,143.21	14,567.51	0.00	-2,590.21	101.4
Dept: 40 MONTECITO CENTER							
SALARIES AND BENEFITS	44,185.00	45,200.00	46,121.91	3,151.89	0.00	-921.91	102.0
OPERATIONS AND MAINTENANCE 6	17,435.00	17,166.00	15,975.09	1,179.85	0.00	1,190.91	93.1
CONTRACT SERVICES 4	7,100.00	7,500.00	8,116.25	295.00	0.00	-616.25	108.2
CAPITAL EXPENDITURES	300.00	300.00	300.00	300.00	0.00	0.00	100.0
MONTECITO CENTER	69,020.00	70,166.00	70,513.25	4,926.74	0.00	-347.25	100.5
Dept: 50 RUSH PARK							
SALARIES AND BENEFITS 1	64,225.00	62,425.00	64,376.68	5,013.32	0.00	-1,951.68	103.1
OPERATIONS AND MAINTENANCE 5	93,266.00	101,571.00	103,787.33	8,318.24	0.00	-2,216.33	102.2
CONTRACT SERVICES 4	42,400.00	37,200.00	36,436.25	2,655.00	0.00	763.75	97.9
CAPITAL EXPENDITURES	500.00	500.00	35.20	0.00	0.00	464.80	7.0
RUSH PARK	200,391.00	201,696.00	204,635.46	15,986.56	0.00	-2,939.46	101.5

EXPENDITURE REPORT
JUNE 2014 @ 100%

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Rossmoor Community

For the Period: 7/1/2013 to 6/30/2014

Fund: 10 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	480.00	580.00	520.45	36.63	0.00	59.55	89.7
CONTRACT SERVICES	107,000.00	107,000.00	86,928.72	8,488.95	0.00	20,071.28	81.2
STREET LIGHTING	107,480.00	107,580.00	87,449.17	8,525.58	0.00	20,130.83	81.3
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,600.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
ROSSMOOR WALL	2,600.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	600.00	580.00	520.45	36.63	0.00	59.55	89.7
CONTRACT SERVICES	52,000.00	52,000.00	49,677.67	4,555.67	0.00	2,322.33	95.5
STREET SWEEPING	52,600.00	52,580.00	50,198.12	4,592.30	0.00	2,381.88	95.5
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	17,450.00	17,400.00	17,479.12	1,207.93	0.00	-79.12	100.5
OPERATIONS AND MAINTENANCE	2,000.00	2,000.00	1,177.79	109.95	0.00	822.21	58.9
CONTRACT SERVICES	71,000.00	73,600.00	74,100.39	-180.00	0.00	-500.39	100.7
CAPITAL EXPENDITURES	18,000.00	12,000.00	11,833.15	0.00	0.00	166.85	98.6
PARKWAY TREES	108,450.00	105,000.00	104,590.45	1,137.88	0.00	409.55	99.6
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	1,520.00	1,260.00	858.14	59.15	0.00	401.86	68.1
OPERATIONS AND MAINTENANCE 5	9,250.00	11,500.00	11,536.19	1,960.05	0.00	-36.19	100.3
CONTRACT SERVICES	4,175.00	4,150.00	3,936.30	295.00	0.00	213.70	94.9
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	15,045.00	17,010.00	16,330.63	2,314.20	0.00	679.37	96.0
Expenditures	1,164,076.00	1,238,535.00	1,220,994.71	87,995.57	0.00	17,540.29	98.6
Grand Total Net Effect:	-1,164,076.00	-1,238,535.00	-1,220,994.71	-87,995.57	0.00	-17,540.29	

REVENUE/EXPENDITURE REPORT
JUNE 2014 @ 100%

Rossmoor Community

For the Period: 7/1/2013 to 6/30/2014		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
3000	Current Secured Property Taxes	655,000.00	667,500.00	671,674.69	0.00	0.00	-4,174.69	100.6
3001	Current unsecured prop tax	25,200.00	25,500.00	21,145.55	0.00	0.00	4,354.45	82.9
3002	Prior secured property taxes	13,250.00	10,000.00	8,629.38	568.79	0.00	1,370.62	86.3
3003	Prior unsecured prop taxes	440.00	440.00	4,576.77	4,576.77	0.00	-4,136.77	1040.2
3004	Delinquent property taxes	950.00	500.00	0.00	0.00	0.00	500.00	0.0
3010	Current supplemental assessmt	6,100.00	14,000.00	15,477.46	860.67	0.00	-1,477.46	110.6
3020	Public utility tax	11,600.00	11,600.00	11,930.59	0.00	0.00	-330.59	102.8
PROPERTY TAXES		712,540.00	729,540.00	733,434.44	6,006.23	0.00	-3,894.44	100.5
Acct Class: 31 ASSESSMENTS								
3105	Street light assessments	249,000.00	253,500.00	257,353.83	2,378.40	0.00	-3,853.83	101.5
ASSESSMENTS		249,000.00	253,500.00	257,353.83	2,378.40	0.00	-3,853.83	101.5
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	2,100.00	2,100.00	1,193.43	179.75	0.00	906.57	56.8
USE OF MONEY AND PROPERTY		2,100.00	2,100.00	1,193.43	179.75	0.00	906.57	56.8
Acct Class: 33 OTHER GOVERNMENT AGENCIES								
3301	State homeowner proptax relief	5,800.00	5,800.00	5,428.82	814.33	0.00	371.18	93.6
3305	County street sweep reimburse	52,000.00	52,000.00	0.00	0.00	0.00	52,000.00	0.0
OTHER GOVERNMENT AGENCIES		57,800.00	57,800.00	5,428.82	814.33	0.00	52,371.18	9.4
Acct Class: 34 FEES AND SERVICES								
3404	Court reservations	12,500.00	13,000.00	13,235.25	963.00	0.00	-235.25	101.8
3405	Wall Rental	500.00	500.00	540.00	60.00	0.00	-40.00	108.0
3406	Ball field reservations	22,000.00	27,500.00	27,529.00	2,275.00	0.00	-29.00	100.1
3410	Rossmoor building rental	4,500.00	4,000.00	4,430.00	805.00	0.00	-430.00	110.8
3412	Montecito building rental	22,500.00	23,000.00	23,937.00	3,238.00	0.00	-937.00	104.1
3414	Rush Park Building Rental	60,000.00	82,500.00	80,155.00	9,915.00	0.00	2,345.00	97.2
FEES AND SERVICES		122,000.00	150,500.00	149,826.25	17,256.00	0.00	673.75	99.6
Acct Class: 35 OTHER REVENUE								
3500	Other miscellaneous revenue	3,000.00	3,500.00	2,018.45	158.36	0.00	1,481.55	57.7
3501	Funding/Misc. Studies	0.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
3502	Administrative Fee	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0
3600	TRANSFER IN/OUT OTHER FUNDS	0.00	17,500.00	17,500.00	0.00	0.00	0.00	100.0
OTHER REVENUE		23,000.00	47,000.00	45,518.45	158.36	0.00	1,481.55	96.8
Dept: 00								
		1,166,440.00	1,240,440.00	1,192,755.22	26,793.07	0.00	47,684.78	96.2
Revenues								
		1,166,440.00	1,240,440.00	1,192,755.22	26,793.07	0.00	47,684.78	96.2
Expenditures								
Dept: 10 ADMINISTRATION								
Acct Class: 40 SALARIES AND BENEFITS								
4000	Board of Directors Compensatn	8,500.00	14,900.00	11,650.00	700.00	0.00	3,250.00	78.2
4001	Salaries - Full-time	115,875.00	139,000.00	144,677.64	13,843.44	0.00	-5,677.64	104.1
4003	Salaries - Overtime	1,650.00	3,300.00	3,571.22	138.80	0.00	-271.22	108.2
4007	Vehicle Allowance	750.00	500.00	396.24	95.94	0.00	103.76	79.2
4010	Workers Compensation Insurance	4,500.00	3,000.00	1,606.96	14.81	0.00	1,393.04	53.6
4011	Medical Insurance	27,500.00	27,500.00	27,838.74	168.06	0.00	-338.74	101.2
4015	Federal Payroll Tax -FICA	8,000.00	8,000.00	9,588.92	2,022.54	0.00	-1,588.92	119.9
4018	State Payroll Taxes	1,000.00	1,000.00	399.10	17.50	0.00	600.90	39.9
SALARIES AND BENEFITS		167,775.00	197,200.00	199,728.82	17,001.09	0.00	-2,528.82	101.3
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	13,500.00	12,500.00	12,388.50	0.00	0.00	111.50	99.1
5004	Memberships and Dues	6,400.00	6,400.00	6,333.60	172.49	0.00	66.40	99.0

REVENUE/EXPENDITURE REPORT
JUNE 2014 @ 100%

Rossmoor Community

For the Period: 7/1/2013 to 6/30/2014		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 10 ADMINISTRATION								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5006 Travel & Meetings		2,000.00	1,500.00	402.17	0.00	0.00	1,097.83	26.8
5007 Televised Meeting Costs		16,800.00	17,200.00	17,566.40	1,367.00	0.00	-366.40	102.1
5010 Publications & Legal Notices		4,000.00	6,800.00	6,293.32	0.00	0.00	506.68	92.5
5012 Printing		1,200.00	800.00	747.71	11.31	0.00	52.29	93.5
5014 Postage		3,000.00	2,500.00	1,345.82	0.00	0.00	1,154.18	53.8
5016 Office Supplies		7,200.00	7,200.00	7,560.07	410.53	0.00	-360.07	105.0
5020 Telephone		1,500.00	1,500.00	824.89	109.88	0.00	675.11	55.0
5045 Miscellaneous Expenditures (2)		5,500.00	5,500.00	14,248.66	310.49	0.00	-8,748.66	259.1
5046 Bank Service Charge		1,000.00	1,000.00	796.35	56.49	0.00	203.65	79.6
OPERATIONS AND MAINTENANCE		62,100.00	62,900.00	68,507.49	2,438.19	0.00	-5,607.49	108.9
Acct Class: 56 CONTRACT SERVICES								
5610 Legal Counsel (3)		30,000.00	40,000.00	48,282.76	3,695.40	0.00	-8,282.76	120.7
5615 Financial Audit-Consulting		8,500.00	8,500.00	8,500.00	0.00	0.00	0.00	100.0
5620 Misc Studies		0.00	6,000.00	1,590.60	1,590.60	0.00	4,409.40	26.5
5670 Other Professional Services (4)		42,000.00	60,000.00	60,869.25	0.00	0.00	-869.25	101.4
CONTRACT SERVICES		80,500.00	114,500.00	119,242.61	5,286.00	0.00	-4,742.61	104.1
Acct Class: 60 CAPITAL EXPENDITURES								
6010 Equipment		6,000.00	14,000.00	2,728.49	2,728.49	0.00	11,271.51	19.5
CAPITAL EXPENDITURES		6,000.00	14,000.00	2,728.49	2,728.49	0.00	11,271.51	19.5
ADMINISTRATION								
Dept: 20 RECREATION								
Acct Class: 40 SALARIES AND BENEFITS								
4001 Salaries - Full-time (1)		44,800.00	44,800.00	51,333.26	4,075.47	0.00	-6,533.26	114.6
4002 Salaries - Part-time		22,000.00	22,000.00	20,266.87	2,203.71	0.00	1,733.13	92.1
4003 Salaries - Overtime		2,000.00	3,000.00	3,665.99	292.21	0.00	-665.99	122.2
4005 Salaries - Event Attendant		200.00	200.00	15.75	0.00	0.00	184.25	7.9
4007 Vehicle Allowance		500.00	500.00	193.42	56.40	0.00	306.58	38.7
4010 Workers Compensation Insurance		1,800.00	900.00	809.23	5.99	0.00	90.77	89.9
4011 Medical Insurance		7,000.00	7,000.00	7,078.00	42.64	0.00	-78.00	101.1
4015 Federal Payroll Tax -FICA		5,000.00	5,000.00	5,632.05	574.16	0.00	-632.05	112.6
4018 State Payroll Taxes		1,000.00	1,000.00	490.51	0.00	0.00	509.49	49.1
SALARIES AND BENEFITS		84,300.00	84,400.00	89,485.08	7,250.58	0.00	-5,085.08	106.0
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5006 Travel & Meetings		500.00	250.00	130.19	116.00	0.00	119.81	52.1
5010 Publications & Legal Notices		200.00	200.00	150.18	0.00	0.00	49.82	75.1
5012 Printing		500.00	250.00	28.60	1.88	0.00	221.40	11.4
5014 Postage		300.00	150.00	65.64	0.00	0.00	84.36	43.8
5016 Office Supplies		1,000.00	1,000.00	1,106.38	154.53	0.00	-106.38	110.6
5017 Community Events		14,000.00	14,000.00	10,671.64	693.16	0.00	3,328.36	76.2
5019 Fireworks		6,200.00	6,200.00	6,200.00	0.00	0.00	0.00	100.0
5020 Telephone		1,800.00	1,800.00	1,507.56	109.88	0.00	292.44	83.8
5045 Miscellaneous Expenditures		500.00	500.00	165.00	165.00	0.00	335.00	33.0
5051 Equipment Rental		500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE		25,500.00	24,850.00	20,025.19	1,240.45	0.00	4,824.81	80.6
Acct Class: 56 CONTRACT SERVICES								
5670 Other Professional Services (4)		3,500.00	3,000.00	3,389.79	0.00	0.00	-389.79	113.0
CONTRACT SERVICES		3,500.00	3,000.00	3,389.79	0.00	0.00	-389.79	113.0
Acct Class: 60 CAPITAL EXPENDITURES								
6010 Equipment		2,000.00	2,000.00	26.95	0.00	0.00	1,973.05	1.3
CAPITAL EXPENDITURES		2,000.00	2,000.00	26.95	0.00	0.00	1,973.05	1.3

REVENUE/EXPENDITURE REPORT
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Rossmoor Community

For the Period: 7/1/2013 to 6/30/2014

Fund: 10 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
RECREATION	115,300.00	114,250.00	112,927.01	8,491.03	0.00	1,322.99	98.8
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	33,500.00	33,500.00	35,063.70	2,917.40	0.00	-1,563.70	104.7
4002 Salaries - Part-time	10,300.00	10,300.00	10,424.69	900.20	0.00	-124.69	101.2
4003 Salaries - Overtime	1,450.00	1,650.00	1,938.28	173.45	0.00	-288.28	117.5
4005 Salaries - Event Attendant	500.00	500.00	163.78	0.00	0.00	336.22	32.8
4010 Workers Compensation Insurance	4,500.00	3,200.00	1,922.93	14.81	0.00	1,277.07	60.1
4011 Medical Insurance	8,700.00	8,700.00	8,743.48	52.68	0.00	-43.48	100.5
4015 Federal Payroll Tax -FICA	3,300.00	3,300.00	3,395.25	376.48	0.00	-95.25	102.9
4018 State Payroll Taxes	600.00	600.00	177.73	0.00	0.00	422.27	29.6
SALARIES AND BENEFITS	62,850.00	61,750.00	61,829.84	4,435.02	0.00	-79.84	100.1
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	300.00	300.00	150.18	0.00	0.00	149.82	50.1
5012 Printing	300.00	150.00	14.29	0.94	0.00	135.71	9.5
5014 Postage	100.00	50.00	22.29	0.00	0.00	27.71	44.6
5016 Office Supplies	700.00	900.00	946.41	118.37	0.00	-46.41	105.2
5018 Janitorial Supplies	3,500.00	4,000.00	3,807.12	0.00	0.00	192.88	95.2
5020 Telephone	1,600.00	1,600.00	1,519.78	109.88	0.00	80.22	95.0
5022 Utilities	43,000.00	53,000.00	58,324.91	5,738.42	0.00	-5,324.91	110.0
5025 SECURED PROP TAX	815.00	853.00	852.90	0.00	0.00	0.10	100.0
5030 Vehicle Maintenance	1,500.00	1,000.00	571.99	54.59	0.00	428.01	57.2
5032 Building & Grounds-Maintenance	17,000.00	16,000.00	16,791.84	1,437.10	0.00	-791.84	104.9
5034 Alarm Systems	750.00	750.00	705.04	18.19	0.00	44.96	94.0
5045 Miscellaneous Expenditures	500.00	500.00	135.17	0.00	0.00	364.83	27.0
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE	71,065.00	80,103.00	83,841.92	7,477.49	0.00	-3,738.92	104.7
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	38,000.00	33,000.00	31,860.00	2,655.00	0.00	1,140.00	96.5
5656 Tree Trimming	1,000.00	1,200.00	1,052.54	0.00	0.00	147.46	87.7
5670 Other Professional Services	3,400.00	3,000.00	3,523.72	0.00	0.00	-523.72	117.5
CONTRACT SERVICES	42,400.00	37,200.00	36,436.26	2,655.00	0.00	763.74	97.9
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	500.00	500.00	35.19	0.00	0.00	464.81	7.0
CAPITAL EXPENDITURES	500.00	500.00	35.19	0.00	0.00	464.81	7.0
ROSSMOOR PARK	176,815.00	179,553.00	182,143.21	14,567.51	0.00	-2,590.21	101.4
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	27,800.00	27,800.00	29,887.11	2,516.26	0.00	-2,087.11	107.5
4002 Salaries - Part-time	2,100.00	4,000.00	3,798.16	187.64	0.00	201.84	95.0
4003 Salaries - Overtime	785.00	1,000.00	1,162.23	107.60	0.00	-162.23	116.2
4010 Workers Compensation Insurance	3,600.00	2,500.00	1,486.42	11.91	0.00	1,013.58	59.5
4011 Medical Insurance	7,100.00	7,100.00	7,075.48	42.28	0.00	24.52	99.7
4015 Federal Payroll Tax -FICA	2,250.00	2,250.00	2,597.18	286.20	0.00	-347.18	115.4
4018 State Payroll Taxes	550.00	550.00	115.33	0.00	0.00	434.67	21.0
SALARIES AND BENEFITS	44,185.00	45,200.00	46,121.91	3,151.89	0.00	-921.91	102.0
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	200.00	200.00	100.36	0.00	0.00	99.64	50.2
5012 Printing	150.00	150.00	14.29	0.94	0.00	135.71	9.5
5014 Postage	150.00	150.00	22.29	0.00	0.00	127.71	14.9
5016 Office Supplies	900.00	900.00	946.41	118.37	0.00	-46.41	105.2
5018 Janitorial Supplies	3,600.00	3,800.00	3,605.54	0.00	0.00	194.46	94.9
5020 Telephone	1,650.00	1,650.00	1,519.78	109.88	0.00	130.22	92.1

REVENUE/EXPENDITURE REPORT
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Rossmoor Community

For the Period: 7/1/2013 to 6/30/2014		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 40 MONTECITO CENTER								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5022	Utilities	3,500.00	4,000.00	3,903.33	673.54	0.00	96.67	97.6
5025	SECURED PROP TAX	685.00	716.00	716.26	0.00	0.00	-0.26	100.0
5030	Vehicle Maintenance	1,500.00	1,000.00	551.94	54.59	0.00	448.06	55.2
5032	Building & Grounds-Maintenance	4,000.00	3,500.00	4,116.43	204.88	0.00	-616.43	117.6
5034	Alarm Systems	500.00	500.00	343.29	17.65	0.00	156.71	68.7
5045	Miscellaneous Expenditures	250.00	250.00	135.17	0.00	0.00	114.83	54.1
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052	Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		17,435.00	17,166.00	15,975.09	1,179.85	0.00	1,190.91	93.1
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	3,300.00	3,300.00	3,540.00	295.00	0.00	-240.00	107.3
5656	Tree Trimming	1,000.00	1,200.00	1,052.54	0.00	0.00	147.46	87.7
5670	Other Professional Services	2,800.00	3,000.00	3,523.71	0.00	0.00	-523.71	117.5
CONTRACT SERVICES		7,100.00	7,500.00	8,116.25	295.00	0.00	-616.25	108.2
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	300.00	300.00	300.00	300.00	0.00	0.00	100.0
CAPITAL EXPENDITURES		300.00	300.00	300.00	300.00	0.00	0.00	100.0
MONTECITO CENTER								
Dept: 50 RUSH PARK		69,020.00	70,166.00	70,513.25	4,926.74	0.00	-347.25	100.5
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	33,500.00	33,500.00	35,063.70	2,917.40	0.00	-1,563.70	104.7
4002	Salaries - Part-time	8,200.00	8,200.00	8,915.45	900.20	0.00	-715.45	108.7
4003	Salaries - Overtime	1,150.00	1,650.00	1,853.12	173.45	0.00	-203.12	112.3
4005	Salaries - Event Attendant	4,000.00	3,000.00	3,953.10	525.00	0.00	-953.10	131.8
4010	Workers Compensation Insurance	4,500.00	3,200.00	1,922.93	14.81	0.00	1,277.07	60.1
4011	Medical Insurance	8,700.00	8,700.00	8,743.48	52.68	0.00	-43.48	100.5
4015	Federal Payroll Tax -FICA	3,400.00	3,400.00	3,644.21	416.65	0.00	-244.21	107.2
4018	State Payroll Taxes	775.00	775.00	280.69	13.13	0.00	494.31	36.2
SALARIES AND BENEFITS		64,225.00	62,425.00	64,376.68	5,013.32	0.00	-1,951.68	103.1
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5010	Publications & Legal Notices	500.00	500.00	411.50	0.00	0.00	88.50	82.3
5012	Printing	500.00	500.00	14.31	0.94	0.00	485.69	2.9
5014	Postage	100.00	100.00	22.29	0.00	0.00	77.71	22.3
5016	Office Supplies	900.00	900.00	946.40	118.37	0.00	-46.40	105.2
5018	Janitorial Supplies	3,600.00	3,600.00	3,414.78	0.00	0.00	185.22	94.9
5020	Telephone	1,800.00	1,800.00	1,519.78	109.88	0.00	280.22	84.4
5022	Utilities	53,000.00	64,000.00	68,856.95	6,251.35	0.00	-4,856.95	107.6
5025	SECURED PROP TAX	3,116.00	3,421.00	3,421.14	0.00	0.00	-0.14	100.0
5030	Vehicle Maintenance	1,500.00	1,000.00	571.97	54.59	0.00	428.03	57.2
5032	Building & Grounds-Maintenance	25,000.00	23,500.00	23,640.15	1,680.46	0.00	-140.15	100.6
5034	Alarm Systems	750.00	750.00	613.30	102.65	0.00	136.70	81.8
5045	Miscellaneous Expenditures	500.00	500.00	354.76	0.00	0.00	145.24	71.0
5051	Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052	Minor Facility Repairs	1,500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE		93,266.00	101,571.00	103,787.33	8,318.24	0.00	-2,216.33	102.2
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	38,000.00	33,000.00	31,860.00	2,655.00	0.00	1,140.00	96.5
5656	Tree Trimming	1,000.00	1,200.00	1,052.54	0.00	0.00	147.46	87.7
5670	Other Professional Services	3,400.00	3,000.00	3,523.71	0.00	0.00	-523.71	117.5
CONTRACT SERVICES		42,400.00	37,200.00	36,436.25	2,655.00	0.00	763.75	97.9
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	500.00	500.00	35.20	0.00	0.00	464.80	7.0

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Rossmoor Community

For the Period: 7/1/2013 to 6/30/2014		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 50 RUSH PARK								
CAPITAL EXPENDITURES		500.00	500.00	35.20	0.00	0.00	464.80	7.0
RUSH PARK		200,391.00	201,696.00	204,635.46	15,986.56	0.00	-2,939.46	101.5
Dept: 60 STREET LIGHTING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	480.00	580.00	520.45	36.63	0.00	59.55	89.7
OPERATIONS AND MAINTENANCE		480.00	580.00	520.45	36.63	0.00	59.55	89.7
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	107,000.00	107,000.00	86,928.72	8,488.95	0.00	20,071.28	81.2
CONTRACT SERVICES		107,000.00	107,000.00	86,928.72	8,488.95	0.00	20,071.28	81.2
STREET LIGHTING		107,480.00	107,580.00	87,449.17	8,525.58	0.00	20,130.83	81.3
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	2,500.00	2,000.00	2,000.00	0.00	0.00	0.00	100.0
5032	Building & Grounds-Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		2,600.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
ROSSMOOR WALL		2,600.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
Dept: 70 STREET SWEEPING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	500.00	580.00	520.45	36.63	0.00	59.55	89.7
5030	Vehicle Maintenance	100.00	0.00	0.00	0.00	0.00	0.00	0.0
OPERATIONS AND MAINTENANCE		600.00	580.00	520.45	36.63	0.00	59.55	89.7
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	52,000.00	52,000.00	49,677.67	4,555.67	0.00	2,322.33	95.5
CONTRACT SERVICES		52,000.00	52,000.00	49,677.67	4,555.67	0.00	2,322.33	95.5
STREET SWEEPING		52,600.00	52,580.00	50,198.12	4,592.30	0.00	2,381.88	95.5
Dept: 80 PARKWAY TREES								
Acct Class: 40 SALARIES AND BENEFITS								
4002	Salaries - Part-time	15,500.00	15,500.00	15,777.08	1,046.00	0.00	-277.08	101.8
4007	Vehicle Allowance	500.00	500.00	320.03	69.22	0.00	179.97	64.0
4010	Workers Compensation Insurance	250.00	0.00	0.00	0.00	0.00	0.00	0.0
4015	Federal Payroll Tax -FICA	900.00	1,100.00	1,206.97	80.02	0.00	-106.97	109.7
4018	State Payroll Taxes	300.00	300.00	175.04	12.69	0.00	124.96	58.3
SALARIES AND BENEFITS		17,450.00	17,400.00	17,479.12	1,207.93	0.00	-79.12	100.5
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5012	Printing	50.00	50.00	0.81	0.19	0.00	49.19	1.6
5014	Postage	300.00	300.00	9.28	0.00	0.00	290.72	3.1
5016	Office Supplies	200.00	200.00	198.45	36.51	0.00	1.55	99.2
5020	Telephone	900.00	900.00	739.12	73.25	0.00	160.88	82.1
5030	Vehicle Maintenance	300.00	300.00	230.13	0.00	0.00	69.87	76.7
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE		2,000.00	2,000.00	1,177.79	109.95	0.00	822.21	58.9
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	60,000.00	67,000.00	68,330.13	-180.00	0.00	-1,330.13	102.0
5660	TREE REMOVAL	3,700.00	700.00	14.50	0.00	0.00	685.50	2.1
5662	SMALL TREE CARE	1,300.00	400.00	347.85	0.00	0.00	52.15	87.0
5670	Other Professional Services	6,000.00	5,500.00	5,407.91	0.00	0.00	92.09	98.3

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For the Period: 7/1/2013 to 6/30/2014

Fund: 10 - GENERAL FUND

Expenditures

Dept: 80 PARKWAY TREES

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
CONTRACT SERVICES	71,000.00	73,600.00	74,100.39	-180.00	0.00	-500.39	100.7
Acct Class: 60 CAPITAL EXPENDITURES							
6015 Trees	18,000.00	12,000.00	11,833.15	0.00	0.00	166.85	98.6
CAPITAL EXPENDITURES	18,000.00	12,000.00	11,833.15	0.00	0.00	166.85	98.6
PARKWAY TREES	108,450.00	105,000.00	104,590.45	1,137.88	0.00	409.55	99.6
Dept: 90 MINI-PARKS AND MEDIANS							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	800.00	700.00	680.04	50.15	0.00	19.96	97.1
4002 Salaries - Part-time	375.00	265.00	0.00	0.00	0.00	265.00	0.0
4003 Salaries - Overtime	60.00	60.00	40.40	4.18	0.00	19.60	67.3
4010 Workers Compensation Insurance	200.00	150.00	80.64	0.67	0.00	69.36	53.8
4015 Federal Payroll Tax -FICA	70.00	70.00	54.83	4.15	0.00	15.17	78.3
4018 State Payroll Taxes	15.00	15.00	2.23	0.00	0.00	12.77	14.9
SALARIES AND BENEFITS	1,520.00	1,260.00	858.14	59.15	0.00	401.86	68.1
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5020 Telephone	500.00	500.00	515.45	36.63	0.00	-15.45	103.1
5022 Utilities	7,500.00	9,000.00	9,661.01	1,629.68	0.00	-661.01	107.3
5030 Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5032 Building & Grounds-Maintenance	750.00	1,500.00	1,359.73	293.74	0.00	140.27	90.6
5045 Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5051 Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052 Minor Facility Repairs	200.00	200.00	0.00	0.00	0.00	200.00	0.0
OPERATIONS AND MAINTENANCE	9,250.00	11,500.00	11,536.19	1,960.05	0.00	-36.19	100.3
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,600.00	3,600.00	3,540.00	295.00	0.00	60.00	98.3
5656 Tree Trimming	500.00	500.00	350.85	0.00	0.00	149.15	70.2
5670 Other Professional Services	75.00	50.00	45.45	0.00	0.00	4.55	90.9
CONTRACT SERVICES	4,175.00	4,150.00	3,936.30	295.00	0.00	213.70	94.9
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	15,045.00	17,010.00	16,330.63	2,314.20	0.00	679.37	96.0
Expenditures	1,164,076.00	1,238,535.00	1,220,994.71	87,995.57	0.00	17,540.29	98.6
Net Effect for GENERAL FUND	2,364.00	1,905.00	-28,239.49	-61,202.50	0.00	30,144.49	-1,482.4
Change in Fund Balance:			-28,239.49				

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For the Period: 7/1/2013 to 6/30/2014

Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
2999 FY Begin Fund Balance	203,129.00	203,129.00	0.00	0.00	0.00	203,129.00	0.0
PROPERTY TAXES							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	380,000.00	380,000.00	378,855.53	0.00	0.00	1,144.47	99.7
3101 Property assessments-prior yr	3,400.00	3,400.00	4,140.98	394.24	0.00	-740.98	121.8
ASSESSMENTS							
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	0.00	0.00	7,479.06	0.00	0.00	-7,479.06	0.0
USE OF MONEY AND PROPERTY							
Dept: 00	586,529.00	586,529.00	390,475.57	394.24	0.00	196,053.43	66.6
Revenues							
	586,529.00	586,529.00	390,475.57	394.24	0.00	196,053.43	66.6
Expenditures							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5617 Administrative Fees	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0
5619 Bond Trustee	2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES							
Acct Class: 58 DEBT SERVICE							
5800 Principal	220,000.00	220,000.00	220,000.00	0.00	0.00	0.00	100.0
5801 Interest	135,160.00	131,089.00	131,089.37	0.00	0.00	-0.37	100.0
DEBT SERVICE							
	355,160.00	351,089.00	351,089.37	0.00	0.00	-0.37	100.0
RUSH PARK							
	378,035.00	373,964.00	373,964.37	0.00	0.00	-0.37	100.0
Expenditures							
	378,035.00	373,964.00	373,964.37	0.00	0.00	-0.37	100.0
Net Effect for ASSESSMENT DISTRICT FUND-RUSH							
Change in Fund Balance:	208,494.00	212,565.00	16,511.20	394.24	0.00	196,053.80	7.8
			16,511.20				

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Rossmoor Community

For the Period: 7/1/2013 to 6/30/2014

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL							
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
2999 FY Begin Fund Balance	175,257.00	175,257.00	0.00	0.00	0.00	175,257.00	0.0
PROPERTY TAXES	175,257.00	175,257.00	0.00	0.00	0.00	175,257.00	0.0
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	87,700.00	87,700.00	84,242.78	0.00	0.00	3,457.22	96.1
3101 Property assessments-prior yr	780.00	780.00	915.13	87.12	0.00	-135.13	117.3
ASSESSMENTS	88,480.00	88,480.00	85,157.91	87.12	0.00	3,322.09	96.2
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
USE OF MONEY AND PROPERTY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 00	264,737.00	264,737.00	85,157.91	87.12	0.00	179,579.09	32.2
Revenues	264,737.00	264,737.00	85,157.91	87.12	0.00	179,579.09	32.2
Expenditures							
Dept: 65 ROSSMOOR WALL							
Acct Class: 56 CONTRACT SERVICES							
5619 Bond Trustee	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE							
5800 Principal	65,000.00	65,000.00	65,000.00	0.00	0.00	0.00	100.0
5801 Interest	18,705.00	18,705.00	18,705.00	0.00	0.00	0.00	100.0
DEBT SERVICE	83,705.00	83,705.00	83,705.00	0.00	0.00	0.00	100.0
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	0.00	1,450.00	1,450.00	0.00	0.00	0.00	100.0
CAPITAL EXPENDITURES	0.00	1,450.00	1,450.00	0.00	0.00	0.00	100.0
Acct Class: 66 OTHER FINANCING USES							
6600 Transfer out to other funds	0.00	70,000.00	70,000.00	0.00	0.00	0.00	100.0
OTHER FINANCING USES	0.00	70,000.00	70,000.00	0.00	0.00	0.00	100.0
ROSSMOOR WALL	86,235.00	157,685.00	157,685.00	0.00	0.00	0.00	100.0
Expenditures	86,235.00	157,685.00	157,685.00	0.00	0.00	0.00	100.0
Net Effect for SPECIAL TAX FUND-ROSSMOOR WALL	178,502.00	107,052.00	-72,527.09	87.12	0.00	179,579.09	-67.7
Change in Fund Balance:			-72,527.09				

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For the Period: 7/1/2013 to 6/30/2014

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS							
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
2999 FY Begin Fund Balance	226,319.00	226,319.00	0.00	0.00	0.00	226,319.00	0.0
3600 TRANSFER IN/OUT OTHER FUNDS	0.00	70,000.00	52,500.00	0.00	0.00	17,500.00	75.0
PROPERTY TAXES	226,319.00	296,319.00	52,500.00	0.00	0.00	243,819.00	17.7
Dept: 00	226,319.00	296,319.00	52,500.00	0.00	0.00	243,819.00	17.7
Revenues	226,319.00	296,319.00	52,500.00	0.00	0.00	243,819.00	17.7
Expenditures							
Dept: 40 MONTECITO CENTER							
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	0.00	0.00	700.00	700.00	0.00	-700.00	0.0
CAPITAL EXPENDITURES	0.00	0.00	700.00	700.00	0.00	-700.00	0.0
MONTECITO CENTER	0.00	0.00	700.00	700.00	0.00	-700.00	0.0
Dept: 50 RUSH PARK							
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	194,950.00	165,773.00	151,318.99	0.00	0.00	14,454.01	91.3
CAPITAL EXPENDITURES	194,950.00	165,773.00	151,318.99	0.00	0.00	14,454.01	91.3
RUSH PARK	194,950.00	165,773.00	151,318.99	0.00	0.00	14,454.01	91.3
Dept: 65 ROSSMOOR WALL							
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	0.00	70,000.00	5,144.73	38.75	0.00	64,855.27	7.3
CAPITAL EXPENDITURES	0.00	70,000.00	5,144.73	38.75	0.00	64,855.27	7.3
ROSSMOOR WALL	0.00	70,000.00	5,144.73	38.75	0.00	64,855.27	7.3
Dept: 75 CAPITAL PROJECTS							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5045 Miscellaneous Expenditures	16,050.00	86,050.00	16,530.31	0.00	0.00	69,519.69	19.2
OPERATIONS AND MAINTENANCE	16,050.00	86,050.00	16,530.31	0.00	0.00	69,519.69	19.2
Acct Class: 66 OTHER FINANCING USES							
6600 Transfer out to other funds	0.00	17,500.00	0.00	0.00	0.00	17,500.00	0.0
OTHER FINANCING USES	0.00	17,500.00	0.00	0.00	0.00	17,500.00	0.0
CAPITAL PROJECTS	16,050.00	103,550.00	16,530.31	0.00	0.00	87,019.69	16.0
Expenditures	211,000.00	339,323.00	173,694.03	738.75	0.00	165,628.97	51.2
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS	15,319.00	-43,004.00	-121,194.03	-738.75	0.00	78,190.03	281.8
Change in Fund Balance:			-121,194.03				
Grand Total Net Effect:	404,679.00	278,518.00	-205,449.41	-61,459.89	0.00	483,967.41	

**ROSSMOOR COMMUNITY SERVICES DISTRICT
 FOOTNOTES - FINANCIAL REPORT
 JUNE 2014
 EXPENDITURES**

#1 Salaries - Full Time, Overtime Dept 10, 20, 30, and 50 Accounts 4001 & 4003	Additional meetings, projects, etc. requested and scheduled.
* #2 Miscellaneous Expenditures 10-10-5045	2011 IRS Audit findings paid in full in April 2014
* #3 Legal Expenses 10-10-5610	Additional legal services due pending litigation. I \$10,000 in funds added to this in Estimates to Close.
* #4 Other Professional Services 10-10-5610, 10-20-5670, 10-30-5670, 10-40-5670, 10-50-5670	Additional meetings, projects, etc. requested and scheduled. Also, computer upgrade is being completed.
* #5 Utilities 10-30-5022, 10-50-5022, 10-90-5022	ETC's for 2013-2014 were increased due to drought.
#6 Building & Grounds Maintenance 10-40-5032	Alarm system had to be replaced unexpectedly.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-3

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
Subject: QUARTERLY STATUS REPORT

RECOMMENDATION:

Receive and file.

BACKGROUND:

The Quarterly Status Report is formatted to keep the Board informed of the current status of District goals and objectives. It is also intended that these reports convey status, priority and milestones in order to assist the Board in its decision making process and to better direct staff and resources.

ATTACHMENTS:

1. Fourth Quarter FY 2013-14 Status Report.
2. RCSD Mission Statement, Goals and Objectives.

FOURTH QUARTER FY 2013-2014 STATUS REPORT

1. RECREATION/FACILITIES REPORT

a. Montecito Center—this facility is operational with one significant issue. A modified facility upgrade of the kitchenette and other minor structural changes are underway.

b. Rush Park—the Rush Park facility is fully operational. The playground was totally upgraded and is being heavily used by children.

c. Movies/Concerts in the Park—Staff has planned and scheduled a summer schedule of three movies, two concerts and two Shakespeare plays for the summer. These are now underway with good attendance.

d. Rossmoor Park—there are no current issues.

e. LAGSL—the Spring Ball season and All Star Tournament concluded with no reported neighborhood issues.

f. Tennis Courts—there are no major issues to report.

g. Grounds Maintenance—there are no significant issues other than water usage which is under review.

h. Tennis Pro—there are no issues to report. A new three-year agreement was approved by the Board during the quarter.

i. Fields and Courts—the use of our courts and fields continues at a high level.

j. Reserved Picnic Sites—are being used at a normal level consistent with the summer season.

k. Annual 4th of July Fireworks—show at the JFTB was another successful event for the District and surrounding communities.

2. TREE PROGRAM—Discussions are ongoing with the LAUSD regarding the future planting of parkway trees around the Rossmoor's four elementary schools. The Quarterly Tree Report is on your Agenda

3. STREET SWEEPING

a. Street Sweeping—there are still occasional complaints about street sweeping violations issued or streets not swept due to parked cars not ticketed. The issue of overlap of street sweeping and refuse collection on the first and third Monday of the month is dissipating. More containers are being placed on the parkway by residents, thus not being in the way of street sweeping.

4. STREET LIGHTING

a. Street Lighting—there are no reportable issues.

5. COUNTY/CITIZEN MEETING OR REQUESTS

a. Meetings with County Sheriff—meetings/phone calls were conducted on a regular basis with Lt. Robert Gunzel during the Quarter. Subjects at these meetings range from crime statistics to individual calls for service or information. Lt. Robert Gunzel continues with his oversight of Patrol responsibility for Rossmoor. His quarterly crime statistics presentation is on your Agenda.

b. Meetings with OCFA—meetings/phone calls are conducted on an as needed basis. There have not been any issues in the last year relating to fire/emergency issues other than preparation for the reconstruction of the I-405/Seal Beach Blvd overpass. An OFCA representative will be making a presentation as part of this Agenda.

c. Meetings with OCTA—meetings, public forums and phone calls are being conducted regularly with OCTA personnel and their consultants, as well as, constant emails regarding the status of the West County Connector and the I-405 Improvement Projects. Director Casey continues to report on the progress of a decision on the configuration of the I-405 Improvement Project

6. DISTRICT'S FINANCIAL RESOURCES

a. Investments and Fiscal Status— the District's investments continue to draw a low rate of return compared to previous years. The District continues to maintain a cash balance of over one-half million dollars in cash and like sum in LAIF. Cash flow is closely monitored to ensure sound fiscal administration.

b. Revenue and Expenditure Report—this item is covered in your Agenda.

c. Grant Funds—there are no pending grant applications.

d. FY 2014-2015 Preliminary Budget—the Board approved the FY2014-2015 Final Budget during the quarter. The matter of the Fee Study and proposed Fee Schedule is pending with the Parks & Facilities Committee.

e. Annual Audit—the District’s annual audit is scheduled for August of 2014.

7. COMMUNICATION WITH THE PUBLIC

a. Quarterly Newsletter—the Quarterly Newsletter was distributed during the quarter. A growing number of residents are requesting that they receive the newsletter electronically. With the addition of the RHA’s email list, electronically sent newsletters should continue to increase.

b. Web Site—our web site continues to be upgraded in cooperation with BreaIT.

c. Community Email Data Base -is growing steadily. The email database from the RHA when combined with ours greatly increases our list of email recipients. As we obtain new email addresses, they are being added to the current list. New subscribers regularly volunteer to sign up for our newsletter. The District website and social media presence has grown significantly in the past few years. Social media has proven to be a powerful branding tool and cost effective communication tool for the District. It has not only broadened our media and public outreach, but has also played a major role in increasing attendance at District events.

8. REFUSE COLLECTION

a. There are no reportable issues.

9. CURRENT ISSUES

a. Coyotes—are a growing problem in the community. The matter was addressed with the California Department of Fish and Wildlife at the July Board meeting and also at the July meeting of the RHA. In cooperation with the RHA, the District maintains an internal log of coyote sightings.

b. Water Conservation—is becoming a critical issue for the State. Restrictions on watering of the District’s parks could become a serious matter. Current watering is being evaluated by staff while awaiting pending restrictions to water agencies by the State. Current water usage by the District has been reduced by about 20%.

ROSSMOOR COMMUNITY SERVICES DISTRICT
MISSION STATEMENT, GOALS
AND OBJECTIVES

MISSION STATEMENT: The mission of the Rossmoor Community Services District is to provide parks and recreation services, plant parkway trees and oversee median landscaping, provide for street lighting and street sweeping, act as an intermediary for certain County functions and perform other services consistent with its role as a limited government for residents of Rossmoor and to do so in the most responsive and cost-effective manner.

GOAL I. Provide for a variety of active and passive recreational opportunities at its facilities in a cost-effective manner, and maintain those facilities in good order.

Objective: Conduct an annual citizen survey in the fourth quarter to determine community desires and suggestions.

Objective: Based on survey responses and ongoing citizen input, revise existing programs and develop new programs as appropriate to meet the needs of the community.

Objective: Conduct a monthly inspection of all facilities and promptly take corrective action to ensure that they remain safe, sanitary and in good working order.

Objective: Oversee private rental of facilities and parks as appropriate and enforce rules so as to minimize cleaning and repair costs imposed on the District and impacts on nearby residents.

Objective: Co-sponsor the annual Rossmoor picnic and the July 4 fireworks at JFTB, and conduct three Movies in the Park at Rush Park during the summer.

Objective: Regularly monitor maintenance contractor to assure that lawn, trees and plants at all parks are properly watered, trimmed and maintained in a healthy condition and walkways are cleaned.

Objective: Monitor all construction and renovation contracts and projects and report status quarterly to the Board

GOAL II: Promote a healthy urban forest in Rossmoor

Objective: Plant a diverse population of trees in all locations that are currently vacant and replace trees within sixty days after removal except for removals due to construction.

Objective: Manage the current inventory of parkway trees in Rossmoor to keep them properly trimmed so as to be aesthetically pleasing and not hazardous to people or other property.

Objective: Promptly report to County all injured or damaged trees and other trees in need of safety trimming and request the County to submit safety trimming lists on a quarterly basis.

Objective: Submit aesthetic tree trimming list promptly to contractor monthly and monitor to assess compliance.

Objective: Prepare and distribute a quarterly tree report to the Board in accordance with Policy 3080.

Objective: Keep computerized tree inventory updated.

GOAL III: Manage street lighting and street sweeping operations in accordance with Policy 3085 and Southern California Edison requirements.

Objective: Immediately report citizen complaints about street sweeping to the street sweeping contractor and about street lights to SCE.

Objective: Regularly obtain data from the Sheriff's Dept. and street sweeping contractor concerning citations issued and vehicles left on the streets on sweeping days and report to the Board quarterly.

GOAL IV: Respond promptly to County requests for information and act as official conduit to and for the community regarding County services.

Objective: Work with the Orange County Sheriff's Department for the provision of law enforcement services tailored to the needs of the community by meeting with the responsible commander monthly and maintain an office for the Sheriff's deputy at Rush Park to aid in the provision of services in the most responsive manner.

Objective: Meet with the Orange County Fire officials semi-annually to promote the dissemination of fire safety information to the community.

Objective: Coordinate with the County and CR&R to immediately report resident complaints.

GOAL V: Maximize the District's available resources and ensure financial stability by maintaining a balanced budget and adhering to all applicable financial policies.

Objective: Manage and staff District facilities so as to provide the most cost-effective services possible for the community.

Objective: Collect user fees and charges for use of the Montecito Center and Rossmoor and Rush Parks in accordance with the latest fee schedule approved by the Board.

Objective: Review user fees annually during the first quarter and recommend adjustments to the Board in May according to Policy 6015.

Objective: Pursue available grant funds whenever appropriate as a means of preserving its resources for other needed priorities.

Objective: Invest available funds in accordance with the District's investment policy and state law so as to safeguard District funds, meet District liquidity needs and achieve the highest prudent return on investment and report to the Board quarterly in January, April, July and October.

Objective: Prepare Revenue and Expenditures report and submit to the Board monthly.

GOAL VI: Communicate important information to the community in a timely and effective manner.

Objective: Update the District's website at least monthly to inform the community about current District activities including Board meetings and completed projects.

- Objective: Publish and distribute a newsletter each quarter to each household in the community to disseminate information about District programs, projects, District-sponsored events, and matters affecting the community.
- Objective: Regularly submit press releases to the print media on items of interest to the public and the community and respond to local newspapers, County representatives, community organizations and residents promptly after their request is received.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-4

Date: August 12, 2014
To: Honorable Board of Directors
From: Mary Kingman - RCSD Tree Consultant
Subject: Summary of Fourth Quarter Tree Report

Summary: The Fourth Quarter Tree Report is attached. Quarterly totals include removals, plantings, trims and resident service requests for the Fourth Quarter, 2013-2014 Fiscal Year. Also included are the fiscal year-end totals for removals, plantings, trims and resident service requests.

Ongoing Activities:

1. Safety trims ordered by RCSD and carried out by OCPW.
2. Removals ordered by RCSD and carried out by OCPW on trees that are determined to be either dead or a safety hazard due to disease or impending death.
3. Removals ordered by RCSD and carried out by WCA on trees in Rossmoor Parks or Triangle that are determined to be either dead or a safety hazard due to disease or impending death.
4. Off-grid trims ordered by RCSD and carried out by WCA for trees in Rossmoor parkways, parks, Montecito Center and growing on Rossmoor Wall that are in need of supplemental pruning in addition to the scheduled four-year grid trim.
5. Yearly grid-trims for park and parkway trees.
6. Plantings ordered by RCSD and carried out by WCA for replacements of removed tree or the planting of vacant parkways.
7. Watering of young trees carried out by RCSD.
8. Monitoring of parkway trees by RCSD Tree Consultant.

ATTACHMENTS:

1. Quarterly Tree Report with year-end totals for fiscal year July 2013-June 2014.

2013/ 2014 Tree Trimming, Planting and Removals

Month	Safety Trim	Small Trim	Medium Trim	Large Trim	Small Tree Removal	24" Box Plant	Sp 24" or 36" Box Plant	Tree & Stump Removal	In House S/Request
July-13	42							20	23
August-13	1	132	146	95		25			29
September-13		142	239	206				2	30
1st Quarter Totals	43	274	385	301		25		22	82
October-13		90	136	84					25
November-13		31	9					20	12
December-13						29			5
2nd Quarter Totals		121	145	84		29		20	42
January-14		1	10	24					10
February-14									9
March-14	28							12	8
3rd Quarter Totals	28	1	10	24				12	27
April-14		3	41	23		17			12
May-14	26			7				2	36
June-14									10
4th Quarter Totals	26	3	3	30		17		2	58
FY 2013/2014 Totals	194	798	1124	878		142		112	418

CURRENT ACTIVITIES

Key: C=Complete I/P=In Progress On/G=Ongoing P=Pending

STATUS

WCA

Triangle - 2 dead trees removed, 6 trees pruned

C

OCPW

Tree Removals

On/G

County Safety Trims

On/G

RCSD

Vacant Site Planting

On/G

Tree Watering

On/G

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-5

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
Subject: JULY COYOTE SIGHTINGS ACTIVITY REPORT

RECOMMENDATION:

Receive report.

BACKGROUND:

Attached is the Coyote Sightings Activity Report for the month of July 2014. This report is intended to provide the Board with information regarding the number of coyote sightings and types of encounters with urban coyotes within the community. The coyote log is shared with the Rossmoor Homeowners Association Coyote Task Force via Dropbox, a web based application, in order to maintain accuracy and avoid duplication of reported sightings. The report was prepared by the District's Administrative Assistant Liz Deering.

ATTACHMENTS:

1. July Coyote Sightings Activity Report.

ROSSMOOR REPORTED COYOTE SIGHTINGS 2014



0	DATE	TIME	CALLER/EMAIL	LOCATION	BRIEF DESCRIPTION
					Sunday, June 7th at 6:30 am while walking west down Main street, I observed a dog trotting across Rush park going west also. I scanned the park for an owner. About the same time I realized it was a coyote, the coyote spotted me and the dog I was walking and charged at us. I let the dog off the leash so it could protect itself. The coyote chased the dog at top speed east down Main street and the half mile home to the house on Copa de Oro. I jogged to the house (about 10 minutes passed) and found the coyote still there. The coyote then walked to the house next door and laid down in the grass. I found my dog on the front porch and we quickly went in the house and locked the door. I examined the dog and found no saliva on it, or bite marks or fur missing. The dog is very aggressive and I'm sure defended itself. I found no disruption to the grass, dirt, or plants as well. The dog was just very scared. I did find a tuft of coyote fur on the grass. I called Rachel Gooch who lives across the street from the park to alert her, and have her tell her neighbors.
1	06/07/14	6:30 a.m.	Susan Wilkins	Main Way/Rush Park	
2	06/08/14	6:00 p.m.	Rebecca Lara	Photo sent--no location given	Juvenile coyote photographed on parkway peering into vehicle.
3	06/09/14	evening	Rebecca Lara	Kensington Rd. near Hopkinson Elementary	Last night a rather large coyote (German Shepherd size) appeared on Kensington on the side of the school. Neighbors gathered to yell, throw rocks, etc. The coyote ignored them and went approximately 10 feet to a bush where he lay beside it.
4	06/09/14	9:00 p.m.	Connie Kuhn	Kensington Rd. near Hopkinson Elementary	Large coyote following/stalking man walking dog--Man attempted to scare the coyote away--no fear.
5	06/22/14	6:00 a.m.	unknown	Corner of Wimbledon and Shakespeare	Coyote seen digging in trash by Rossmoor Elementary School. Left on answering machine
6	06/22/14	8:00 p.m.	Emily Knell	2762 Mainway Drive	A smaller coyote was spotted sitting on a lawn at 2762 Mainway Dr. at 8pm Sunday night by someone passing by in a car, they honked the horn at it, but it just stayed sitting & stared at them, when they turned around to drive by it again, it was gone.
7	06/25/14	8:00 p.m.	Cathi Jaeckel	2872 Inverness Drive	I was almost attacked by a coyote tonight at 8:00 with my 13 pound mallipoo. The coyote was on my street, Inverness Dr. The coyote came out of the bushes behind me. I grabbed my dog but dropped her the coyote came closer and I grabbed her up. I screamed and back away then ran up to my neighbors door. We called 911, and my neighbor went after the coyote with a stick and flashlight. It ran down to Foster and ran off.
8	06/25/14	8:00 a.m.	Iris Woon	Shakespeare and Montecito Road near Rossmoor Elementary School.	It was a pretty big coyote and it wasn't afraid of humans. Jessica also asked her to contact the department of wildlife fish and games to report the incident
9	06/26/14	morning	Cathi Jaeckel	2873 Inverness Drive	Just wanted to give you some more information. My name is Cathi Jaeckel and I live at 2872 Inverness Dr. 562 430-9939 And to let you know the coyote did come back and got in my trash and I found my dog's poop bags torn up all over my front lawn this morning.
10	06/27/14	10:00 a.m.	Tricia Berg	Harrisburg @ Shakespeare.	There was another coyote sighting this morning on Harrisburg & Shakespeare, it was a young coyote that did not seem afraid of humans. It was spotted around 10am this morning. The resident reporting the incident is Tricia Berg her address is 11551 Harrisburg and she can be reached at 562-598-0418.
11	06/26/14	evening	Dave Lara for neighbor	Silverwood Road and in nearby storm drain.	Coyote in resident's backyard yesterday afternoon and evening. The resident is new and in the process of moving in. The same coyote was also seen later on in the storm drain area nearby.
12	06/26/14	8:15 p.m.	Tony DeMarco	Bostonian Drive traveled to Kempton Park	Tonight at 8:15pm a coyote walked right down my street Bostonian right in front of me and my two kids. I got in the car and followed it all the way to Kempton park, where he just laid down. I called the sheriff.
13	06/26/14	7:00 p.m.	Cathy Urango	Coleridge and Foster Road	Saw coyote and about a half hour later the same coyote was surrounded by three vehicles attempting to scare it away.
14	06/28/14	10:00 p.m.	Cathy Urango	Bostonian Drive and Bradbury Road	Resident claims she was followed by a coyote while riding her bicycle.
15	06/29/14		Margaret Clark	Salmon Drive	I did not see or hear a coyote, but Sunday, June 29th when I got up there was the remains of an animal with no head or legs or insides on my front porch. I couldn't identify what kind it was. The fur was coarser than a cat. And it was smaller than most cats. I have never seen an animal this size in the neighborhood. It was a bloody mess.
16	07/05/14	9:00 a.m.	Tony DeMarco for neighbor	Martha Ann	I can't believe I didn't hear anything. Anyway, that's just to let you know. Thanks for keeping us informed.
17	07/14/14	unknown	Becky & Berkman Hong	11592 Harrisburg Road	Saturday, large coyote strolling on sidewalk early a.m. on Martha Ann.
18	07/14/14	10:30 a.m.	Randy Wind	3152 Bradbury Road (corner of Chaucer)	There is a coyote living in the backyard of 11592 Harrisburg Road. I've spotted its den in the bushes. Also, we see it regularly running down Harrisburg between Shakespeare and Silverwood. I think RCSD money needs to be spent for coyote removal in our neighborhood.
19	07/14/14	7:00 p.m.	Tony DeMarco	Shakespeare and Harrisburg	*Called in: Partially eaten cat found on Randy Wind's lawn (not his cat). Jogger just knocked on his door to inform him. Probably happened earlier since he did not go outside this morning.
20	07/16/14	11:15 p.m.	Miguel Mederos	Foster and Inverness	Tony & Rachel DeMarco sent in photo via email.
21	07/23/14	2:00 a.m.	Michelle Shagena	11262 Loch Lomond	We came in contact with two coyotes tonight. They came from Foster and up Inverness. One ran right by me next to my car and my friend at the corner of Inverness and Silver Fox. The second was half a block behind and continued up Inverness to the end and continued on to Highland. Both were pretty stopped to look at all of us (about 6 of us) and bolted when we started to make noise. Have to admit that they looked very healthy and beautiful. We came from the Rancho Cucamonga area, the coyotes clearly have a leaner diet.
22	07/24/14	morning	Elizabeth Sharzer	12201 Christy Lane	Neighbor cat that is/was not kept inside, was eaten by a coyote last night between 2 2:30 am. Address of attack was 11262 Loch Lomond
23	22 Total Coyote Sightings Reported June 7, 2014 thru July 24, 2014.				

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
Subject: RECREATION DEPARTMENT-ANNUAL REPORT

RECOMMENDATION:

Receive report.

BACKGROUND:

Per your policy, the Board receives a quarterly report on the District's Recreation Department on its activities. Usually, this is a Consent Calendar item. For the fourth quarter, Recreation Superintendent Emily Gingras has prepared a comprehensive Annual Report which is particularly noteworthy. What began as a pilot recreation program several years ago has evolved into a professionally staffed and managed program which provides a high level of service to the Rossmoor community.

ATTACHMENTS:

1. Recreation Department's Annual Report.

RCSD RECREATION DEPARTMENT

ANNUAL REPORT TO THE BOARD

August 2014

Emily Gingras

SUMMARY

The sound of children fills the air once again as the Youth Center's Summer Day Camp begins their ten-week long stay at Rossmoor Park for its 25th summer. The popular program generates nearly 150 participants daily and keeps staff on their toes. Additionally, Movies in the Park paired with Concerts and Shakespeare in the Park and annual company picnics, birthday parties and family outings guarantees a busy summer season for the District's Recreation Department. As Recreation Staff prepare for one of the busiest summers to date, they reflect on recreation events within the last fiscal year.

Some of the major projects and accomplishments completed by the Recreation Department within the past year include:

- Installation of a new playground at Rush Park including ADA surfacing
- Implementing a weekly playground safety check
- Offering drop-in activities in the Rossmoor Park Community Center
- Collaboration of the "Tiles for Tot Lot" project
- A second successful Holiday Toy Drive event

More recent accomplishments include:

- Collaborating with the Youth Center to provide a Kid's Night Out event in conjunction with Movies in the Park events
- Hosting a successful June Movie in the Park event tripling the previous highest attendance
- Receiving a recreation grant from the Run Seal Beach Committee's grant program
- Collaboration with staff in completion of the District's Fee Study
- Providing instruction and training at the Youth Center's Annual Summer Day Camp Staff Training
- Offering a Tennis Demo Day and providing marketing for the District's Tennis Pro
- Installation of an ADA swing at Rossmoor Park
- Planning and implementation of the annual Rossmoor Community Festival including offering arts and crafts activities for youth
- Monitoring the recent conclusion of LAGSL's spring season and Annual All-Star Tournament

As a combined collaboration with the Youth Center, the Youth Center's popular Kid's Night Out program was relocated to Rush Park for the District's Movies in the Park events. With the box office success of Disney's Frozen, both the Youth Center's event and the Movies in the Park received a large turnout. In fact, attendance for Rossmoor's debut of Frozen nearly tripled the District's prior attendance record. Over 1,500 attended the event and enjoyed free pre-movie activities including arts and crafts, face painting and bounce houses. Guests were also pleasantly surprised when Princess Anna and Elsa made an appearance. Excited fans waited patiently in

long lines to have their pictures taken with the Princesses. Snack shack staff were overwhelmed with the amount of guests waiting for concessions and were able to make enough profit to cover the cost of snack items for the entire summer. Remaining movies include, *Cloudy With a Chance of Meatballs 2* on July 18 and the recent box office hit, *The Lego Movie* scheduled for August 15. District staff is preparing for record-breaking numbers with the premiere of *The Lego Movie*.

Once again, in collaboration with the Youth Center's Rossmoor Park Summer Day Camp, the District received \$2,000 in grant monies from the Run Seal Beach Grant Committee. The grant was used to purchase recreation equipment to be shared with the Day Camp and for the District's after school drop-in use and weekend family use. New equipment includes an air hockey table, playground balls, basketballs, soccer balls, flag football equipment, table games and other sports equipment.

The District's Recreation Department has been contributing to the District's ongoing fee study in an effort to provide a market comparison of local agency's fees and park and facility rental practices. The fee study has been closely vetted by District staff and the Parks and Facilities Committee and provides what staff feels is a fair recommendation for the future of the management of District parks and facilities. Adopting the fee study is the first step in a multi-part process to revise policies and adopt them into ordinances. District staff will also be providing recommendations to implement Joint-Use Agreements with for profit groups requesting use of facilities and parks and any other long-term facility rentals. For profit groups include boot camps and private/group athletic instruction in which classes are being offered for compensation.

Once again, the District's Recreation Superintendent attended the Youth Center's Summer Day Camp Training and provided instructional sessions including motivational ice breakers and team building exercises. The District also provided handbooks of over 100 activities for staff to conduct with participants.

On Saturday, June 14, the District's Tennis Pro, Fernando Molina offered a free demo day. In collaboration with a *Babolat* tennis rep, promotional tennis equipment was offered to attendees to use for a two-hour period in a tennis instruction format. *Babolat* offered players use of the newest tennis equipment on the market. Players were especially impressed by a new high-tech computerized version that records stroke data of the user. The District's Recreation Department is also in the process of researching ways to improve its current tennis offerings and programs and should have a plan ready to implement by spring 2015.

To continue the District's efforts in offering ADA amenities, District staff recently installed an ADA inclusive swing at Rossmoor Park. As earlier reported, the District completed installation of the new Rush Park playground in January. Because the footprint of the Rush Park playground is smaller than Rossmoor Park, there are less swing bays at Rush Park, thus leading to the installation of the swing at Rossmoor Park. Children of all ability levels have enjoyed the addition to the Rossmoor Park playground. The upgrade was also featured in the District's quarterly newsletter.

For the sixth straight year, Recreation staff assisted in the planning and implementation of the RHA's Annual Community Festival. With each year, the planning committee grows and becomes more organized resulting in a successful event. Once again, the RCSD booth offered free arts and crafts activities including paint-your-own bird houses and wind chimes. While youth were painting the popular crafts, parents were offered the opportunity to fill out the District's ongoing park use survey. Overall, the event was a success and the efforts of the committee members were greatly appreciated. As with every year, help for event clean-up was limited and could use significantly more bodies in the future. Pre-festival planning meetings will commence in September for the 2015 festival.

The LAGSL recently wrapped up their 2014 spring season and June All-Star Tournament. Both were successful and the LAGSL was in full compliance of the MOU. This year, the tournament director eliminated (2) additional games from Rossmoor Park fields and relocated them to an alternate site to alleviate the morning hours impact to the RPN. The LAGSL 8 and Under girls placed 2nd in the State Championship Tournament. Both the 10 and Under and 12 and Under teams advanced in the State Championship Tournament and will be competing in the Western National Tournament in Roseville, CA the first week in August.

Recreation staff is currently working on the following projects:

- Attending 4th of July Fireworks Spectacular meetings and coordinating setup of RCSD booth at event
- Coordinating the remaining Shakespeare, Concerts and Movies in the Park events and permitting/inspection requirements
- Conducting park use surveys and collecting data
- Monitoring of the Youth Center's Rossmoor Park Summer Day Camp
- Preparing a Joint-Use Agreement for use of Rossmoor Park by the Youth Center
- Collaboration with the Youth Center to offer an after school program at Rossmoor Park
- Preparing an MOU for the annual Community Festival
- Implementation of an Online Reservation System
- Planning and implementation of a Recreation Intern program

As part of the District's \$6,200 contribution to the Annual 4th of July Fireworks Spectacular at the JFTB, Recreation staff will be setting up the RCSD booth at the VIP area of the event. Recreation staff will be distributing promotional summer events fliers and collecting park use surveys. Board members will once again be invited to the event as dignitaries and receive speaking time on the main stage.

Recreation staff continues its work implementing the District's summer event series including Movies, Concerts and Shakespeare in the Park events. County permits were approved just days before the first event and totaled less than \$300.00, a significant decrease from fees in 2013. Recreation staff is in the process of scheduling County electrical inspections for the Concert and Shakespeare events. Remaining summer events include (3) concerts, (2) movies and (2) Shakespeare by the Sea events. Back by popular demand, **Retro Station** will perform the District's first concert which is scheduled for Friday, June 27. Following, the locally famous **Emperors** will make their debut in Rossmoor on Friday, July 25. Rossmoor's most well attended

concert in past years', *The Elm Street Band* will close the summer's concert series. Shakespeare in the Park events include *Hamlet; Prince of Denmark* and *A Mid Summer Night's Dream*.

As a result of the Homeowner's Association's Resolution requesting the District to conduct a park use survey, Recreation staff is in the process of gathering surveys and compiling data. Surveys were distributed at the Rossmoor Community Festival and are continuously being distributed at special events. Results will be collected and compiled into a report at the conclusion of summer events.

For the 25th straight year, the Youth Center's Summer Day Camp has made its home at Rossmoor Park. Recreation staff provides over 20 years combined recreation experience to Day Camp directors, supervisors and staff should they need assistance. The Youth Center's program is the most popular Day Camp within the neighboring communities and has 150 participants daily. Youth Center staff has lined up several fun activities for campers including international theme weeks, water days, talent shows, Olympics day. Field trips include the Angels game, archery lessons, Soak City, Sky High and swimming. Archery equipment was purchased for bi-weekly archery lessons at El Dorado Park's archery range. This summer, the Youth Center also introduces a new Mini-Campers Club in which youth ages three and four can spend an hour on Wednesdays being introduced to camp activities.

With the growing popularity of the Summer Day Camp, the amount of participants utilizing Rossmoor Park amenities has increased significantly in recent years. The need for additional maintenance at that particular facility and picnic areas during the summer months has prompted staff to create a proposed Joint-Use Agreement that would set maintenance schedules and delegate maintenance responsibilities between the District and the Youth Center.

In addition to summer use of the facility, the District's Recreation Department has classified a need for after school supervision at Rossmoor Park as well. In collaboration with the Youth Center, Recreation staff is considering an implementation of an after school program staffed by the Youth Center at Rossmoor Park. This is in response to the growing number of youth utilizing recreation equipment purchased from grant monies received from the Run Seal Beach Grant Committee. Drop-in after school use of equipment includes ping pong table, foosball, air hockey and sports equipment.

With consideration of implementing a Joint-Use Agreement with the Youth Center, the District will also be drafting a similar agreement with the Rossmoor Homeowner's Association regarding the use of Rush Park for the annual Community Festival.

With most families now having a dual working household, families have less down-time. The hustle and bustle of work, school, preparing meals, cleaning and extra-curricular activities have left parents with little time for planning birthday parties or planned park and/or facility activities. If the District could offer an online reservation system, parents would be able to simply book their child's birthday with a click of the mouse. This allows for after-hours service 24/7. It would also be great if a tennis patron was able to book their own court rather than having to stop their day to make a phone call to the District office. District staff is researching available online reservation systems and will make a recommendation for the implementation of such an offering in the near future.

With the growing need to meet the demands of the public, the Recreation Department is considering enlisting in the help of a Recreation Interns. The District's Recreation Superintendent is currently in the process of researching requirements for offering such a program. It is the District's hope that an intern a semester (two interns in the summer) can help with the implementation of day-to-day activities while learning in the process.

The District's Recreation Department has observed an increase in younger families attending Rossmoor's special events including the community festival and Movies in the Park. Distinguished schools, tree-lined streets and quality sports programs are prompting young families to purchase homes in Rossmoor. The District's Recreation Department will focus on meeting the needs of all Rossmoor residents but will pay particular close attention to the younger generation. As a result of this, park use will most likely continue to grow as enrollment in local youth sports and extra-curricular activities booms with the current generation. Park use surveys will also be considered when creating a plan for the future of Rossmoor's Recreation Department.

Respectfully Submitted By

Emily Gingras
RCSD Recreation Superintendent



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
Subject: AUTHORIZATION TO REQUEST BIDS RE: REPAIR OF
ROSSMOOR SIGNATURE WALL

RECOMMENDATION:

Authorize General Manager to proceed with initiation of project to repair the Rossmoor Signature Wall and to circulate Invitation to Submit Bids.

BACKGROUND:

At your July meeting, the Board approved the Project List and Fund 40 Budget for the FY 2014-2015 Capital Improvement Plan. The Project List currently includes \$70,000. Approximately \$5,000 has been expended from last year's Fund 40 budget which was set aside for assessment of the condition of the wall and for the preparation of Contract Documents and specifications for a section of the wall which exhibits the most damage. The General Manager has obtained that assessment and those contract documents and specifications for the project from Simplus Management Corp. The project is intended to repair the northern most section (Block 1) of the wall which exhibits the most extensive damage. This project will then serve as a template for any future repairs.

Monies are available in Fund 30 for future repairs when a need is identified. The wall will be inspected annually for damage and, if need be, additional work will be requested through the Public Works/CIP Committee process.

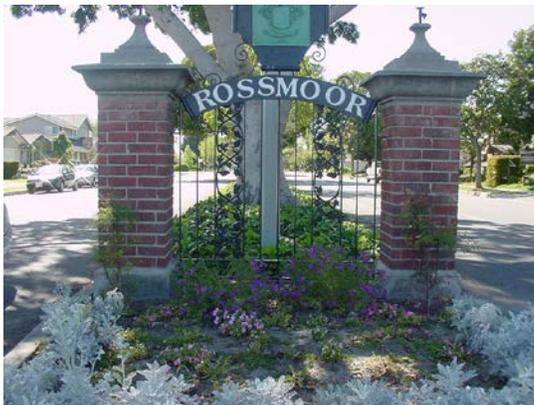
Attached are the Contract Documents and Specifications including an Invitation to Submit Bids. When the bidding process is completed, the Board will be asked to approve a contract with the lowest responsible bidder and to approve transfer of additional funds, as needed, from Fund 30 for the cost of the project.

ATTACHMENTS:

1. Contract Documents and Specifications for Rossmoor Signature Wall Repair Project Including Invitation to Submit Bids for Signature Wall Repair Project.
2. Policy No. 3050 Purchasing.

ROSSMOOR COMMUNITY SERVICES DISTRICT

ROSSMOOR, CALIFORNIA



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**ROSSMOOR SIGNATURE WALL REPAIR PROJECT
BLOCK 1, PANEL(S) 1, PILASTER(S) 0**

June 18, 2014

Notice to Contractor:

- 1. Contract bid documents: \$0.00 at counter or \$10.00 if purchased by mail (Prepaid amount/non-refundable). Bid documents will not be mailed after [DATE].**
- 2. Bids must be received by 2:00 P.M., PST, [DATE].**
- 3. Bid bond required – 10% of bid amount to be submitted with bid.**

Prepared By:

Simplus Management Corp.
4431 Corporate Center Drive
Suite 111
Los Alamitos, CA 90720

ROSSMOOR COMMUNITY SERVICES DISTRICT

Contract Documents

for

**THE ROSSMOOR SIGNATURE WALL REPAIR PROJECT
BLOCK 1, PANEL(S) 1, PILASTER(S) 0**

Dated: **DATE**

Under the Supervision of:

Paul J. Buckley, R.C.E.

Date

Approved by:

James Ruth, General Manager

Date

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ROSSMOOR COMMUNITY SERVICES DISTRICT

NOTICE INVITING BIDS

The Rossmoor Community Services District (“District”) will receive sealed bids for the Rush Park Lighting Project at the office of the Rossmoor Community Services District located at 3001 Blume Drive, Rossmoor, CA 90720 no later than 2:00 PM on **DATE**, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the District’s Bid Forms. **ELECTRONIC BIDS VIA EMAIL OR IN ANY OTHER ELECTRONIC FORMAT WILL NOT BE ACCEPTED.**

Bidders may obtain a copy of the Contract Documents from the Rossmoor Community Services District at: 3001 Blume Drive, Rossmoor, CA 90720 (562) 430-3707 at **NO CHARGE**. The District **WILL NOT** make the Contract Documents available for review at one or more plan rooms.

Bids must be accompanied by cash, a certified or cashier’s check, or a Bid Bond in favor of the District in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A Pre-Bid Conference will be held at the Rossmoor Signature Wall located at the corner of Hedwig Dr. and Los Alamitos Blvd. on the following date and time: **DATE**.. Attendance at the Pre-Bid Conference is highly recommended. Prospective bidders may visit the Project Site without making arrangements through the District. Bids **WILL** be accepted from any bidder who did not attend the Pre-Bid Conference.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the District with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the Rossmoor Community Services District or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the

NOTICE INVITING BIDS

payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Class A License or a combination of Class C License(s), as required to perform the work, issued by the State of California.

Pursuant to Public Contract Code Section 3400(b), if the District has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

Award of Contract: The District shall award the Contract for the Project to the lowest responsible bidder as determined from the base bid alone by the District. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact James Ruth at (562) 430-3707 or Paul Buckley at (562) 743-9400.

NOTICE INVITING BIDS

ROSSMOOR COMMUNITY SERVICES DISTRICT

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the District on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at **NO CHARGE**. Contract Documents may be obtained from the District at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

The District will not make the Contract Documents available for review at any plan rooms.

2. EXAMINATION OF CONTRACT DOCUMENTS

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to James Ruth, General Manager by faxing (562) 430-3710.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction

INSTRUCTIONS TO BIDDERS

and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide District a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the District can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the District to verify that he has received all Addenda issued, if any, prior to the bid opening.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the District may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract

INSTRUCTIONS TO BIDDERS

Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, or \$10,000 WHICHEVER IS GREATER, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a bid bond payable to the District executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible bidder, or may call for new bids.

13. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of _____ (Bidder's Name)
for the ROSSMOOR SIGNATURE WALL REPAIR ROJECT
BLOCK 1, PANEL(S) 1, PILASTER(S) 0**

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

14. DELIVERY AND OPENING OF BIDS

Bids will be received by the District at the address shown in the Notice Inviting Bids up to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in

INSTRUCTIONS TO BIDDERS

any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

16. BASIS OF AWARD; BALANCED BIDS

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

18. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

19. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder. The Contract time will begin upon issuance of the written NOTICE TO PROCEED.

20. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the District's Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;

INSTRUCTIONS TO BIDDERS

- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the District's Engineer, or other designated District staff member, shall review the basis of the protest and all relevant information. The District Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the District Engineer to the Public Works Director.

21. **WORKERS COMPENSATION**

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

22. **SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain ten percent (10%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. **PREVAILING WAGES**

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at Rossmoor Community Services District or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s). **The Contractor and all its subcontractors shall comply with the state prevailing wage rates and other provisions as required by State law.**

24. **DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the

INSTRUCTIONS TO BIDDERS

District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

25. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

26. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date.**

27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

28. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**ROSSMOOR SIGNATURE WALL REPAIR PROJECT
BLOCK 1, PANEL(S) 1, PILASTER(S) 0**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Remove Existing Brick Veneer Panel	LS	1		
2.	Salvage "Good" Bricks	EA	50		
3.	New Bricks (Materials)	EA	600		
4.	Re-Construct Brick Veneer Panel	LS	1		
5.	Removal of Efflorescence	LS	1		
6.	Remove and Reinstall Rossmoor Wall Signage	LS	1		

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

BID SCHEDULE

\$ _____
Total Bid Price in Numbers

Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____

Addenda No. _____

Addenda No. _____

Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.

Attached is the fully executed Non-Collusion Affidavit form.

Attached is the completed Designation of Subcontractors form.

Attached is the completed Bidder Information Form.

Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BID SCHEDULE

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

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

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the Rossmoor Community Services District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, for the **ROSSMOOR SIGNATURE WALL REPAIR PROJECT, BLOCK 1, PANEL(S) 1, PILASTER(S) 0.**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

STATE OF CALIFORNIA)
) ss.
DISTRICT OF _____)

On this _____ day of _____, in the year 20____, before me,
_____, a Notary Public in and for said state, personally appeared
_____, known to me to be the person whose name is
subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me
that he subscribed the name of the _____ (Surety) thereto and his
own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor	Location of Business

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable (“N/A”) where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number

Telephone Number

4.0 How many years has Bidder’s organization been in business as a Contractor?

5.0 How many years has Bidder’s organization been in business under its present name? _____

5.1 Under what other or former names has Bidder’s organization operated?: _____

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

INFORMATION REQUIRED OF BIDDERS

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

INFORMATION REQUIRED OF BIDDERS

14.0 List Trade References:

15.0 List Bank References (Bank and Branch Address):

16.0 Name of Bonding Company and Name and Address of Agent:

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

List each person’s job title, name and percent of time to be allocated to this project:

Summarize each person’s specialized education:

List each person’s years of construction experience relevant to the project:

Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he is _____ of _____ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

SHORT-FORM CONSTRUCTION CONTRACT
THE ROSSMOOR SIGNATURE WALL REPAIR PROJECT
BLOCK 1, PANEL(S) 1, PILASTER(S) 0

1. PARTIES AND DATE

This Contract is made and entered into this _____ day of _____, 20____ by and between the Rossmoor Community Services District, a public agency (“District”) and [INSERT CONTRACTOR’S NAME] (“Contractor”).

2. RECITALS

2.1 District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor is a professional contractor, experienced in providing public works construction services and is familiar with the plans of the District.

2.3 District desires to engage Contractor to construct brick veneer repairs at the District’s Rossmoor Signature Wall Repair Project (“Project”) as set forth herein.

2.4 Contractor has obtained, and delivers concurrently herewith, the Performance Bond, Payment Bond, insurance documents, and other documents as required by the Contract.

3. TERMS

3.1 Incorporation of Documents This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Notice Inviting Bids, Instructions to Bidders and Bid Forms.

3.2 Contractor’s Basic Obligation; Scope of Work Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter the “Work” or “Project”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit “A” attached hereto and incorporated herein by this reference.

3.3 Change in Scope of Work Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the District.

3.4 Period of Performance and Liquidated Damages Contractor shall perform and complete all Work under this Contract within Thirty (30) calendar days, beginning the effective

date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of one hundred Dollars (\$250.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5 Standard of Performance Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

3.6 Control and Payment of Subordinates; Contractual Relationship District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers’ compensation insurance.

3.7 District’s Basic Obligation District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

3.8 Compensation and Payment

3.8.1 Amount of Compensation As consideration for performance of the Work required herein, District agrees to pay Contractor the Total Contract Price of [INSERT DOLLARS] Dollars and [INSERT CENTS] Cents (\$_____)

(“Total Contract Price”) provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.8.2 Payment of Compensation If the Work is scheduled for completion in thirty (30) or less calendar days, District will arrange for payment of the Total Contract Price upon completion and approval by District of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, District will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

3.8.3 Contract Retentions From each approved progress estimate, ten percent (10%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.8.4 Other Retentions In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis, proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District’s right to such sums.

3.8.5 Substitutions For Contract Retentions In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term “satisfactory completion of the contract” shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

3.8.6 Payment to Subcontractors Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.8.7 Title to Work As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, and free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.9 Dispute Resolution Any separate demand by Contractor for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 ., if applicable.

3.10 Termination This Contract may be terminated by District at any time by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset District’s resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require

Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.11 Completion of Work When the Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 District's Representative The District hereby designates James Ruth or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or here designee.

3.13 Contractor's Representative Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.14 Contract Interpretation Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.15 Loss and Damage Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the Government Code, only to the extent of five percent (5%) of the

Total Contract Price as specified herein. In the event of damage proximately caused by “Acts of God,” the District may terminate this Contract upon three (3) days advanced written notice.

3.16 Indemnification Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

3.17 Insurance

3.17.1 Time for Compliance Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.17.2 Minimum Requirements Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.17.2.1 Minimum Scope of Insurance Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code I (any auto); (3) Workers’ Compensation and Employers’ Liability.- Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance; and (4) Builders ‘/All Risk: Builders’/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the District).

3.17.2.2 Minimum Limits of Insurance Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for

bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit;(2) Automobile Liability.- \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Builders 'All Risk.- Completed value of the project.

3.17.3 Insurance Endorsements The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.17.3.1 General Liability (1) The District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

3.17.3.2 Automobile Liability (1) The District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

3.17.3.3 Workers' Compensation and Employers Liability Coverage The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the contractor.

3.17.3.4 All Coverages Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including

breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.17.4 RESERVED

3.17.5 Separation of Insureds: No Special Limitations All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.17.6 Professional Liability Insurance All architects, engineers, consultants or design professionals shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name the District, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.

3.17.7 Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.17.8 Verification of Coverage Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.17.9 Subcontractors All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.18 Bond Requirements

3.18.1 Payment Bond Contractor shall execute and provide to District concurrently with this Agreement a Payment Bond in an amount and form required by District. No payment will be made to Contractor until such bond has been received and approved by the District.

3.18.2 Performance Bond Contractor shall execute and provide to District concurrently with this Agreement a Performance Bond in an amount and form required by District. No payment will be made to Contractor until such bond has been received and approved by the District.

3.18.3 Bond Provisions Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within 10 days of receiving notice from District. In the event the surety

or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, the Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Total Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.18.4 Surety Qualifications Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the District. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.19 Safety Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed.

3.20 Warranty Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All

costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

3.21 Laws and Regulations Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, the Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.22 Permits and Licenses Contractor shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein.

3.23 Trenching Work If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.24 Hazardous Materials and Differing Conditions As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class 1, Class 11 or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change

order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.25 Underground Utility Facilities To the extent required by Section 4215 of the Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.26 Prevailing Wages Contractor is aware of the requirements of California Labor Code Section 1720, et al and 1770, et q., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.27 Apprenticeable Crafts When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.28 Hours of Work Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half(1-1/2) times the basic rate for that worker.

3.29 Payroll Records In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

3.30 Contractor’s Labor Certification By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which

require every employer to be insured against liability for Worker's Compensation or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as **Exhibit "C"** and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.31 Labor and Material Releases Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by District.

3.32 Equal Opportunity Employment Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the state or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.33 Anti-Trust Claims This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the 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. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to the Contractor, without further acknowledgment by the parties.

3.34 Notices All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

DISTRICT

Rossmoor CSD
3001 Blume Dr.
Rossmoor, CA 90720
Attn: James Ruth

CONTRACTOR

Attn. _____

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.35 Entire Contract; Modification This Contract contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both parties.

3.36 Time of Essence Time is of the essence in the performance of this Contract.

3.37 Assignment Forbidden Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.38 Governing Law This Contract shall be governed by the laws of the State of California. Venue shall in the County of Orange.

3.39 Counterparts This Contract may be executed in counterparts, each of which shall constitute an original.

3.40 Successors The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.41 Attorneys' Fees If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.42 Claims of \$375,000 or Less Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contracts Code § 20104, etseq.

3.43 Prohibited Interests

3.43.1 Solicitation Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.43.2 Conflict of Interest For the term of this Contract, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.44 Certification of License Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on the day and year first above written.

ROSSMOOR COMMUNITY
SERVICES DISTRICT

Contractor

By: _____
Signature

Title

Name

Attest:

Title

Secretary

Classification of
Contractor's License

Contractor's License Number

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CONTRACT

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PAYMENT (MATERIAL & LABOR) BOND

WHEREAS the Rossmoor Community Services District (hereinafter "Obligee") has awarded to _____ (hereinafter "Contractor"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of the Rush Park Lighting Project and all other required structures and facilities within the rights-of-way, easements and permits;

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____ (hereinafter the "Public Work Contract"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Public Work Contract providing that if said Contractor or any of his or its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we _____ the undersigned Contractor, as

Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rossmoor Community Services District and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Public Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Public Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the said Contractor, the sum of _____ dollars, \$ _____, said sum being not less than 100% of the total amount payable by said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant,

PAYMENT BOND

or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 3110, 3111, 3112 and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Public Work Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to Specifications.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20____.

Principal/Contractor

By: _____
President

Surety

By: _____
Attorney-in-Fact

PAYMENT BOND

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of _____, in the year _____, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the _____ within instrument as the Attorney-in-Fact of the _____ (surety) and acknowledged to me that he subscribed the name of the _____ (surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named _____ as principal to the _____ within _____ bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT A
SPECIFICATIONS

ROSSMOOR COMMUNITY SERVICES DISTRICT

Specifications

For

**THE ROSSMOOR SIGNATURE WALL REPAIR PROJECT
BLOCK 1, PANEL(S) 1, PILASTER(S) 0**

Dated: **DATE**

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the District.

Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.

Approval means written authorization by Engineer and/or District.

Contract Documents includes all documents as stated in the Contract.

District and Contractor are those stated in the Contract. The terms District and Owner may be used interchangeably.

Day shall mean calendar day unless otherwise specifically designated.

Engineer shall mean the General Manager, or his or her designee, for the Rossmoor Community Services District, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the “District’s Representative” or “Representative” in the Contract Documents.

Equal, Equivalent, Satisfactory, Directed, Designated, Selected, as Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or District.

Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or District is intended, unless stated otherwise.

Install means the complete installation of any item, equipment or material.

Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

Perform shall mean that the Contractor, at Contractor’s expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

Project is The Work planned by District as provided in the Contract Documents.

SPECIFICATIONS

Provide shall include provide complete in place, that is furnish, install, test and make ready for use.

Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Work shall be done in accordance with the Standard Specifications for Public Works Construction (“Greenbook”), 2012 Edition, and California Building Code, 2013 Edition, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook, CBC, and the Contract Documents, the Contract Documents shall prevail.

The Work means the entire improvement planned by the District pursuant to the Contract Documents.

Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

Interpretations. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

- Change Orders or Work Change Directives
- Addenda
- Special Provisions (or Special Conditions)
- Technical Specifications
- Plans (Contract Drawings)
- Contract
- General Conditions
- Instructions to Bidders
- Notice Inviting Bids
- Contractor’s Bid Forms
- Greenbook
- Standard Plans
- Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

Figures govern over scaled dimensions

SPECIFICATIONS

Detail drawings govern over general drawings
Addenda or Change Order drawings govern over Contract Drawings
Contract Drawings govern over Standard Drawings
Contract Drawings govern over Shop Drawings

Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.

Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

Examination of Contract Documents. Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

Quality of Parts, Construction and Finish. All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.

Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the

SPECIFICATIONS

Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

The District has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. Since this project does not include any work beyond the front face of brick wall, no effort has been made to identify the location of utilities beyond the face of wall. The approximate location of all known irrigation lines is shown on the plans. The location of known electric lines are shown on plans located at the District Office and are available for review upon request of the Contractor. It is the responsibility of the Contractor to make himself familiar with the electrical plans available at the District Office.

No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.

Notwithstanding the above, pursuant to Section 4215 of the Government Code, the District has the responsibility to identify, with reasonable accuracy, main or trunk line facilities on the plans and specifications. In the event that main or trunk line utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, District shall assume the responsibility for their timely removal, relocation, or protection.

Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

ARTICLE 6. SCHEDULE

Estimated Schedule. Before the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or

SPECIFICATIONS

Approval of any schedules by the Engineer or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

Schedule Contents. The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.

Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. SUBSTITUTIONS

Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.

Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes and articles.

Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the

SPECIFICATIONS

equality of any material, process or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.

Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

The Contractor shall bear all of the District’s costs associated with the review of substitution requests.

The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.

Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer’s approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer’s attention to such deviations at time of submission and has secured the Engineer’s written Approval. Engineer’s Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other

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submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10. MATERIALS

Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.

Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

ARTICLE 11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 12. WORKERS

Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the District.

ARTICLE 13. SUBCONTRACTORS

Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.

The District reserves the right to Approve all subcontractors. The District's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 14. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.

The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.

Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

ARTICLE 15. UTILITY USAGE

All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.

Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.

All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.

If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities by compensating the District for utilities used by Contractor.

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the District. Contractor may either request reimbursement from the District for such fees, or shall be responsible for arranging and coordination with District for the payment of such fees.

ARTICLE 17. TRENCHES

Trenches Five Feet or More in Depth. If the work under this Contract involves digging trenches five feet or more in depth, the Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 2) Subsurface or latent physical conditions at the site differing from those indicated.

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

The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the District and the 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, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable District's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by District or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

ARTICLE 20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

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ARTICLE 21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 22. COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board (“State Water Board”) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (“Permit”) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (“SWPPP”) prior to initiating Work. In bidding on this Contract, it shall be Contractor’s responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.

Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising there from.

Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor’s failure to comply with the Permit.

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ARTICLE 23. CLEANING UP

Contractor at all times shall keep work area free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the work area. Upon completion of Work, Contractor shall clean the work area including sidewalks and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all structures, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for the Work shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer or licensed surveyor approved by the Engineer. Any required “as-built” drawings of the Work shall be prepared by the registered civil engineer or the licensed surveyor.

ARTICLE 25. EXCESSIVE NOISE

The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound there from is within the noise tolerance level of that equipment as established by CAL-OSHA.

The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 26. TESTS AND INSPECTIONS

If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by

the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.

If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.

Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

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Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:

- 1) Enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
- 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 3) Deliver materials to the Project site over a route designated by the Engineer.
- 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
- 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
- 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.

ARTICLE 28. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. INSPECTOR'S FIELD OFFICE

The Contractor shall **NOT** be responsible for providing the inspector's field office.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and

forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.

Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the Engineer:

- 1) Powered Vehicles
- 2) Construction Equipment
- 3) Loading and Unloading Vehicles
- 4) Domestic Power Tool.

ARTICLE 32. PAYROLL RECORDS

Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:

- 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.

In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 33. PREVAILING RATES OF WAGES

The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

EMPLOYMENT OF APPRENTICES

The Contractor’s attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the

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Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

ARTICLE 34. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 35. INCLEMENT WEATHER AND EXTENSIONS OF TIME

Inclement Weather. Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

No Damages for Reasonable Delay. The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 36. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

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Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;

A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.

The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 37. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as may be necessary to cover:

Stop Notice Claims.

Defective work not remedied.

Failure of Contractor to make proper payments to its subcontractors or suppliers.

Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.

Damage to another contractor or third party.

Amounts which may be due the District for claims against Contractor.

Failure of Contractor to keep the record ("as-built") drawings up to date.

Failure to provide updates on the construction schedule.

Site clean up.

Failure of the Contractor to comply with requirements of the Contract Documents.

Liquated damages.

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Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

ARTICLE 38. CHANGES AND EXTRA WORK

Change Order Work.

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.

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- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the District's estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.

Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$200 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

- i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

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- ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
 - iv. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
- 13) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall

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have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 39. OCCUPANCY

The District reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 40. INDEMNIFICATION

Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 41. RECORD ("AS BUILT") DRAWINGS

Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data,

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telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.

Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 42. WARRANTY AND GUARANTEE

Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.

Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.

The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

- 1) Obtain for District all warranties that would be given in normal commercial practice;

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- 2) Require all warranties to be executed, in writing, for the benefit of the District; and
- 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 43. DOCUMENT RETENTION & EXAMINATION

In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.

In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

ARTICLE 44. SEPARATE CONTRACTS

The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.

Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by

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Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

SPECIAL PROVISIONS

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-6 WORK TO BE DONE [ADD THE FOLLOWING]

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done hereunder consists of: removing and salvaging the existing brick material in “good” condition, reconstructing masonry brick veneer(s) using new and salvaged bricks and acid washing of efflorescence material..

2-6.1 LOCATION OF WORK

General location of work is the Rossmoor Signature Wall located on Los Alamitos Boulevard between Hedwig Rd. and Lampson Avenue. See Appendix A for the plans and photos of the work area covered under this Contract.

2-7 SUBSURFACE DATA [ADD THE FOLLOWING]:

2-7.1 FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters may be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor submitting a bid, assumes all said risk.

The Contractor shall conduct his operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

2-7.2 REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water collecting in the work area.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefor.

SECTION 4 – CONTROL OF MATERIALS

4-1.2 Protection of Work and Materials. [ADD THE FOLLOWING]:

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The Contractor shall not remove more existing or construct more new works or install more items of equipment than can be adequately protected at all times for the duration of the contract.

SECTION 5 – UTILITIES

5-1 Location [ADD THE FOLLOWING]:

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1 (800) 422-4133.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures or facilities. The utility companies listed below can be contacted as indicated:

SBC/Pacific Bell Engineering Dept.
3939 E. Coronado Street, 2nd Floor
Anaheim, CA 92801
Jo McCard (714) 666-5454

Orange County Transit Authority
P.O. Box 14184
Orange, CA 92863-1584
Bill Batory (714) 560-5912

Southern California Gas Co.
P.O. Box 3334
Anaheim, CA 92803
Tech Supervisor, Franchise Dept.
(714) 634-7220

Orange County Sanitation District
P.O. Box 8127
Fountain Valley, CA 92728-8127
(714) 962-2411

Golden State Water Co. (So. Cal. Water)
1920 Corporate Way
Anaheim, CA 92801
Stan Yarbrough (714) 535-8010 #320

Metropolitan Water District
700 N. Alameda Street
Los Angeles, CA 90012
Tim Hatch or Rick Bicker (714)577-5084

Time Warner Communications
7441 Chapman Avenue
Garden Grove, CA 92641
Chris Donnelly (714) 903-8307

Southern California Edison Co.
P.O. Box 2328 OR 1851 W. Valencia Drive
Fullerton, CA 92633
(714) 870-3217 or (562) 981-8205

GTE Operations
7292 Slater Avenue
Huntington Beach, CA 92647-6240
(714) 375-6760

Rossmoor/Los Alamitos Area Sewer District
3243 Katella Avenue
Los Alamitos, CA 90720
(562) 431-2223

The scope of work contemplated by this document does not involve utilities. The Contractor is not to operate, shut off, turn on, expose, remove or interrupt any utility without the expressed written permission of the affected utility owner.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

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6-7 TIME OF COMPLETION [ADD THE FOLLOWING]:

The Contractor shall complete all work in every detail within thirty (30) calendar days after the date of Notice to Proceed, exclusive of maintenance periods.

6-7.2 Working Day [REPLACE WITH THE FOLLOWING]:

The Contractor's activities shall be confined to the hours between 8:00 AM and 5:00 P.M. on in all areas, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead and travel time. The service fees will be deducted from any amounts due the Contractor.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-7 COOPERATION AND COLLATERAL WORK [REPLACE WITH THE FOLLOWING]:

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the District, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the District Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

7-8 WORK SITE MAINTENANCE [ADD THE FOLLOWING]:

7-8.1.1 Cleanup and Dust Control.

The Contractor shall keep adjacent properties clean and free rubbish and debris in a timely manner as necessary and as directed by the Engineer.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

[REPLACE the first sentence of the second paragraph with the following]

The Contractor shall repair or replace all existing improvements along Los Alamitos Blvd, the public right-of-way or on private property which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavements, structures, portions of sprinkler systems, etc.) which are damaged or removed as a result of the Contractors operations; when a portion of a sprinkler system within the work area must be moved, that portion of the sprinkler system shall be restored at no additional cost to the District.

7-10 PUBLIC CONVENIENCE AND SAFETY [ADD THE FOLLOWING]:

7-10.1.1 General

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor is advised that Los Alamitos Blvd. is heavily used by the public. The Contractor must yield to all pedestrians at all times in all locations.

7-10.1.1.3 Storage of Equipment and Materials in Public Streets

Storage of materials in the public right of way will not be allowed. Parking of equipment within the public right of way shall only be in areas approved by the District. The contractor shall submit a plan prior to the NTP showing his proposed location of parking equipment during the course of the work.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Contractor shall submit to District written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by District. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to District. The Notice of Completion will not be issued until said release is submitted.

7-10.2.1 Street Closures, Detours, Barricades

No full street closures or detours of any kind will be allowed at any time. If lanes closures are required for any reason, the Contractor shall implement traffic control in accordance with the Plans and Specifications. It shall be the Contractor responsibility to submit a detailed traffic control plan for District, City of Los Alamitos and or County approval. No deviation from the approved plan shall be made in the field without the approval of the governing agency. Any traffic control plan shall follow the W.A.T.C.H. manual.

If the traffic cones or portable delineators are damaged, displaced or not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen shall speak fluent

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English and be fully aware of and be competent to implement the requirements of the approved traffic control plan.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

The Contractor shall also be required to post “Temporary No Parking” signs 48 hours prior to start of work. “Temporary No Parking” signs will be furnished by the Contractor.

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any lane closure or restriction to access. Contractor to obtain current contact information from District Engineer.

1. Fire Department
2. Police Department
3. Schools and School Bus Organizations
4. Trash Collectors
5. Street Sweeper

Full compensation for conforming to this section shall be considered as included in the contract prices paid for the related items of work and no additional compensation will be allowed therefore.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans and the Engineer. Signs which need not be maintained during construction or permanently relocated, shall be salvaged to the District.

7-10.4 Safety.

7-10.4.1.1 General

The Contractor is advised that Los Alamitos Blvd and surrounding local streets are used by residents of the community. It is the Contractor’s responsibility to erect barricades, fences and other barriers to prevent pedestrians from entering the work area at all times. The Contractor shall provide and post signage around the work area informing patrons of the community that the area is closed. Any work area with a depression of more than six inches must be completely fenced in at the end of each work day. The cost of fencing, barricades and other barriers is to be incorporated into the cost of the related bid item.

7-10-4.2 Safety Orders.

7-10-4.2.1 General

The Contractor shall comply with the provisions of any District ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descent.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

In accordance with Section 7104 of the Public Contract code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- I. That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - B. Subsurface or latent physical conditions at the site differing from those indicated.
 - C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- II. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

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

7-15 PAYROLL RECORDS. [ADD THE FOLLOWING]:

Payroll records shall be submitted to the District by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

TECHNICAL SPECIFICATIONS

SECTION 9 - MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT

Mobilization – There is no mobilization bid item in this contact. Therefore, full compensation for all work and all activities considered incidental in performing the work and administering the construction contract including but not limited to coordination with agencies, the engineer, utility companies, business owners, resident, traffic control, temporary signing, striping, fencing, protection and restoration of existing improvements, etc. will be considered included in other bid items and no additional compensation will be made.

Bid Schedule

Bid Item 1. Remove existing brick veneer panel – Work under this item will be measured and paid for at the Lump Sum Price Bid. The lump sum price paid shall be considered full compensation for supplying all labor, materials and equipment necessary to 1) remove existing mortar and concrete surfaces, remove and properly dispose of existing materials, and 2) protecting in-place the brick veneer wall ties and bed wire.

Bid Item 2. Salvage “Good” bricks – Work under this item will be measured and paid for at the Unit Price Bid for each brick. The unit price paid shall be considered full compensation for supplying all labor, materials and equipment necessary to remove and properly salvage existing brick materials deemed “good” by the Engineer, for reuse. “Good” brick will be free of significant signs of deterioration.

Bid Item 3. New bricks – Work under this item will be measured and paid for at the Unit Price Bid for each new brick supplied. The unit price paid shall be considered full compensation for supplying samples and all materials necessary to complete the reconstruction of the brick veneer panel.

Bid Item 4. Re-construct brick veneer panel – Work under this item will be measured and paid for at the Lump Sum Price Bid. The lump sum price paid shall be considered full compensation for supplying all labor, materials (excluding new brick) and equipment necessary to complete the re-construction of the brick veneer panel.

Bid Item 5. Removal of Efflorescence – Work under this item will be measured and paid for at the Lump Sum Price Bid. The lump sum price paid shall be considered full compensation for supplying all labor, materials and equipment necessary for the removal of efflorescence material, including all required environmental protective measures.

Bid Item 6. Remove and Reinstall Rossmoor Wall Signage – Work under this item will be measured and paid for at the Lump Sum Price Bid. The lump sum price shall be

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considered full compensation for supplying all labor, materials and equipment necessary to complete the removal and reinstallation of the Rossmoor Wall Signage.

TECHNICAL SPECIFICATIONS

SECTION 202 – MASONRY MATERIALS

This section describes specific materials or specific qualities of standard materials to be incorporated into the work. This section is supplementary to the Standard Specifications. Where a specific materials is called for by name and/or manufacturer, the Contractor may submit an equal product for review and approval by the engineer. If a construction material is not addressed in this section, it is addressed completely in the Standard Specifications.

“Greenbook” Reference	Construction Material	Specification
202-1.4 – Facing Brick	Brick Material	Brick size shall be 3 ½” x 10” x 3 ½”. The color of the brick shall be red, closely resembling the existing brick color. Samples to be submitted to the District Engineer for approval prior to procurement of materials.
202-3.2 – Grout	Grout Material	Grout color shall match or closely resembling the existing grout. Samples to be submitted to the District Engineer for approval prior to procurement of materials.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

This section describes specific construction methods to be incorporated into the work. The Contractor may submit an alternate construction method for review and approval by the Engineer. If a construction method is not addressed in this section, it is addressed completely in the Standard Specifications.

“Greenbook” Reference	Construction Method	Specification
303-4.2.2 – Bricklaying	Joints	Joints between courses of bricks shall be of a uniform thickness matching existing conditions or adjacent brick panels.

SECTION 1405 – INSTALLATION OF WALL COVERINGS

This section describes specific construction methods to be incorporated into the work. The Contractor may submit an alternate construction method for review and approval by the Engineer. If a construction method is not addressed in this section, it is addressed completely in the Standard Specifications.

SPECIFICATIONS

“CBC” Reference	Construction Method	Specification
1405.6 – Anchored Masonry Veneer	Anchored Masonry Veneer	Anchoring of the masonry veneer shall comply with the provisions stated in this section.
1405.7 – Stone Veneer	Masonry Wall Ties and Bed Wire	Brick veneer shall be anchored according to method 1 of this section. The Contractor shall evaluate the spacing of the existing wall ties and comply with the spacing provided in this section. The Contractor shall install additional wall ties and bed wire as necessary to comply with current standards as indicated in this section.

SECTION 2104 – Construction

This section describes specific construction methods to be incorporated into the work. This section is supplementary to the Standard Specifications. The Contractor may submit an alternate construction method for review and approval by the Engineer. If a construction method is not addressed in this section, it is addressed completely in the Standard Specifications.

“CBC” Reference	Construction Method	Specification
2104.1.3 – Installation of Wall Ties	Masonry Wall Ties and Bed Wire	The Contractor shall install additional wall ties, if needed per section 1405.7, and comply with the provisions stated in this section.

TECHNICAL SPECIFICATIONS

BRICK MASONRY

303-4.2.2.1 Salvaged Brick(s) [ADD THE FOLLOWING]:

When utilizing salvaged brick(s), the bricks shall be cleaned. If the salvaged brick(s) show signs of efflorescence the Contractor shall treat the brick for removal of efflorescence by acid washing or another acceptable method. The Contractor shall submit the product data and work plan for removal of efflorescence for approval by the District Engineer. The Contractor is responsible for all environmental protective measures related to the approved method.

303-4.2.2.2 BRICK REMOVAL [ADD THE FOLLOWING]:

All materials to be removed and not incorporated into the new work shall become the property of the Contractor and shall be disposed of outside the right-of-way unless otherwise specified. Materials that are removed shall be disposed of in a legal manner by the Contractor. The Contractor shall make its own arrangements for disposing of materials and it shall pay all costs involved. The cost of Removing and Disposing of Materials shall be included in the various contract items of work and no additional compensation will be allowed therefore.

Contractor shall take care when removing salvaged bricks. Existing brick wall ties shall be protected in-place. If the existing brick wall ties are damaged, then the Contractor shall be responsible to provide a repair plan for district approval. The cost of the repair work will be the sole responsibility of the Contractor.

CBC 1405.7 Stone Veneer

Spacing of masonry wall ties shall be per CBC 1405.7 Method 1. The installation of the wall ties shall comply with the provisions indicated in CBC 2104.1.3. Installation of additional wall ties shall be included in the Lump Sum Price Bid for Bid Item 4 – Reconstruct Brick Veneer Panel.

END OF SECTION

SPECIFICATIONS

ROSSMOOR COMMUNITY SERVICES DISTRICT**NOTICE INVITING SEALED BIDS
FOR
THE ROSSMOOR SIGNATURE WALL REPAIR
BLOCK 1, PANEL(S) 1, PILASTER(S) 0**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the **Rossmoor Community Service District**, as DISTRICT, for furnishing all materials, equipment, tools, labor, and incidentals as required for the above stated project in strict accordance with the specifications and drawings on file at the office of the General Manager of the **Rossmoor Community Services District**.

Bids will be received at the office of the General Manager, **Rossmoor Community Services District**, until 2:00 P.M. on the **DATE**, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, "SEALED BID FOR THE ROSSMOOR SIGNATURE WALL REPAIR PROJECT. DO NOT OPEN WITH REGULAR MAIL."

A Pre-Bid Conference will be held at the Rossmoor Signature Wall located at the corner of Hedwig Rd. and Los Alamitos Blvd. on **DATE** at 10:00 A.M. Attendance at the Pre-Bid Conference is highly recommended. Bids **WILL** be accepted from any bidder who does not attend the Pre-Bid Conference.

The work to be constructed hereunder is located in Rossmoor. The work generally consists of removing and salvaging the existing brick material in "good" condition, reconstructing masonry brick veneer(s) using new and salvaged bricks and acid washing of efflorescence material.

The DISTRICT reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder and reject all other bids; to waive any informality in the bidding; and to accept any bid or portion thereof; and to take all bids under advisement for a period of forty-five (45) days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the Bid Sheets. Only such plans, specifications, and items of work as are appropriate shall apply to the work as bid.

At the time of contract award, the contractor shall possess a Class A Contractor's License or a combination of Class C Specialty Contractor's License(s) adequate to perform the work herein described.

Each bid must be accompanied by a certified or cashier's check, or by a corporate surety bond on the form furnished by the DISTRICT, as a guarantee that the bidder will, if an award is made to bidder in accordance with the terms of the bid, promptly secure workmen's compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of material and laborers thereunder. Said check or bidder's bond shall be in an amount not less than 10 percent of the amount of the bid. The Performance Bond shall be not less than 100 percent of the total amount of the bid

price named in the contract. The Payment Bond shall be not less than 100 percent of the total amount of the bid price named in the contract. The DISTRICT reserves the right to reject any bond if, in the opinion of the DISTRICT Attorney, the Surety's acknowledgment is not in the form included in the contract documents or in another form substantially as prescribed by law.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations are on file in the office of the General Manager of the **Rossmoor Community Services District**. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the state prevailing wage rates to all workmen employed by them in the execution of the contract.

The Rossmoor Community Services District hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business and Women's Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

A full set of drawings and specifications is available for inspection without charge at the public counter at the office of the General Manager of the **Rossmoor Community Services District**.

Complete sets of said contract documents may be obtained at **no cost** from the **Rossmoor Community Services District**, 3001 Blume Drive, Rossmoor, California 90720. Plans and specifications can be mailed for an additional \$10.00 (ten dollars) per set or call for express delivery rates.

Dated this **DATE** day of **MONTH** 2014.

ROSSMOOR COMMUNITY
SERVICES DISTRICT
CALIFORNIA

BY _____
James Ruth
General Manager
3001 Blume Drive
Rossmoor, CA 90720

Publish in News Enterprise on **DATE**

Rossmoor Community Services District

Policy

No. 3050

PURCHASING

3050.10 Expense Authorization: The General Manager has the authority and responsibility for managing and expending District funds in accordance with the approved annual District Final Budget (see Policy No. 2000, General Manager Authority and Responsibilities).

3050.20 Limits on Expenditures: The General Manager shall report promptly to the Board any expenditure for equipment, supplies or contract services that exceeds \$5,000. Any contract for goods or services totaling \$10,000 or more, in any one year or any amendment or extension thereto involving a change of more than \$10,000 shall be subject to Board review and approval.

3050.30 Required Check Signatures: All District checks require two signatures in accordance with Policy No. 4055. All requests for payment shall be accompanied by an invoice or other documentation supporting the claim.

3050.40 Credit Card: The District credit card shall have a limit of \$5,000. Review of the claims and payments will be performed in the manner required by Policy 3050.30, above.

3050.50 Revolving Cash Fund: The Revolving Cash Fund for incidental expenses shall be \$400. A review of these expenditures for authorization by the approved District Budget shall be performed prior to replenishment of the fund.

3050.60 Public Works Projects: The General Manager shall conduct a competitive bid process in accordance with the Government Contract Code, including noticed bidding and sealed bids for any contract for the construction of a public works project which is estimated to cost in excess of \$25,000. The General Manager shall present the competitive bid results to the Board and the Board shall award the contract, if at all, to the lowest responsive and responsible bidder.

3050.70 Emergency Expenditures: All emergency expenditures shall be in accordance with Policy No. 2000.160.

Adopted: December 9, 2003
Amended: April 10, 2007
Amended: October 9, 2007

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: August 12, 2014
To: Honorable Board of Directors
From: General Manager
SUBJECT: GENERAL MANAGER REPORT REGARDING LOCATION AND PLACEMENT OF SOUTHERN CALIFORNIA GAS SMART METERS AND TRANSMISSION ANTENNAS WITHIN THE DISTRICT

RECOMMENDATION:

Receive the oral report of the General Manager regarding the installation of Smart Meters and transmission antennas (data collection units) in Rossmoor.

BACKGROUND:

At the July 21, 2014 Special Meeting, the Board voted 4-1 to oppose the installation of a data collection unit at a specified location in Rossmoor, The General Manager was directed to inform the Southern California Gas Co. of their decision and to keep the Board apprised of any future developments in this regard. Attached is the email to Southern California Gas Co. and their response.

The General Manager will report orally on the status of this matter at this meeting. The Minutes of the Special Meeting are part of this Agenda (Item E-1b.)

ATTACHMENTS:

1. Email dated July 23, 2014 from Mr. Jesse Del Rio, Construction Manager SGC Advance Meter Project to General Manager, Mr. James D. Ruth.
2. Email dated July 30, 2014 from General Manager James D. Ruth to Director Tony DeMarco re: Follow up July 24, 2013 Special Board Meeting Question.

From: [James Ruth](#)
To: [Elizabeth Deering](#)
Subject: FW: RCSD Special Meeting of July 21, 2014
Date: Thursday, July 24, 2014 10:48:24 AM

From: Del Rio, Jesse
Sent: Wednesday, July 23, 2014 7:21 PM
To: James Ruth; Vaughn, Jennifer
Cc: Alfred Coletta; Bill Kahlert; Ron Casey; Tony DeMarco; Michael Maynard
Subject: RE: RCSD Special Meeting of July 21, 2014

Jim,

As the Construction Manager for the SCG Advance Meter project I am sorry to inform you that I am rejecting the board's proposal. I will reiterate the reason why we cannot attach our DCU to existing SCE streetlight facilities located in the Rossmoor community.

1. Contractually, SCE has given the authority to SoCal Gas for collocating (attaching) on only one type of SCE streetlight asset. The approved SCE streetlight is an Ameron model # 1C128 with underground power service. No other SCE asset can be utilized for collocation per our contract agreement with SCE.
2. SoCal Gas completed an assessment of SCE streetlight facilities in the community of Rossmoor for DCU attachments and confirmed that the existing streetlights are not the approved Edison model type Ameron 1C128 streetlight underground service poles, thus making it contractually unfeasible and cost prohibitive to utilize as an attachment for our DCU.

Since the HOA is rejecting our offer to install a new street light pole at the proposed location we will be proceeding with a new concrete pole installation for our DCU in Public Right of Way at the location in question.

Sincerely
Jesse Del Rio

-----Original Message-----

From: James Ruth
Sent: Wednesday, July 23, 2014 3:47 PM
To: Vaughn, Jennifer; Del Rio, Jesse
Cc: Alfred Coletta; Bill Kahlert; Ron Casey; Tony DeMarco; Michael Maynard
Subject: RCSD Special Meeting of July 21, 2014
Importance: High

Good Afternoon,

On Monday, July 21, 2014 the RCSD Board of Directors held a special meeting regarding the proposed location and installation of a smart meter data collection pole in Rossmoor.

The board met at the proposed Gertrude Street site and considered the Gas Company's proposed option of installing a marbleite data collection pole with a street light at this location.

After considerable discussion the board rejected The Gas Company's proposal and directed the general manager to contact The Gas Company regarding such an installation on one of three existing Edison poles on Foster Road in close proximity to the Gertrude site. The majority of our board members expressed support for this alternate option, should it be feasible.

Please let us know if this counter proposal is possible through your working relationship with the Edison company.

Please find the minutes of the July 21, 2014 Special Meeting attached.

Respectfully Yours,

James D. Ruth
General Manager

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

From: [James Ruth](#)
To: [Elizabeth Deering](#)
Subject: FW: RCSD Special Meeting of July 21, 2014
Date: Tuesday, August 05, 2014 12:39:43 PM
Importance: High

From: James Ruth
Sent: Wednesday, July 30, 2014 2:31 PM
To: Tony DeMarco
Cc: Michael Maynard
Subject: RE: RCSD Special Meeting of July 21, 2014

Tony,

As you may recall, County Public Works Department has been in continuous negotiations with Southern California Gas Company Representatives regarding their franchise agreement. The smart meter data collection unit (DCU) pole is one element of those negotiations. The County has kept us informed of that progress, which has been very slow and difficult. President Maynard directed me to call for a July 21st special meeting of the board to visit the Gertrude site and to consider any other potential options.

At the special meeting at the Gertrude site, the board voted 4-1 against the Gertrude site location and directed me to contact The Gas Company Representatives regarding the possibility of installing DCUs on one of three existing Edison light poles on Foster Road in close proximity to the Gertrude location. As you recall, at that meeting when this option was proposed, I informed the board that they were Edison light poles and The Gas Company had been unsuccessful in seeking cohabitation rights on Edison-owned poles for a variety of reasons. Please note that the only other location option on Foster Road previously considered by the Gas Company was Foster Mini-Park.

After the special meeting I contacted both the County and The Gas Company and informed them of the board's direction and asked them if they would review the option and if it was feasible. The Gas Company Project Manager reviewed the request and responded back to me and the board shortly thereafter. County staff has informed me that they continued to meet on the franchise issue and do not believe the issuance of permits is imminent. I will continue to make every effort to work with The Gas Company and the County on this issue but am not optimistic on the outcome.

Regards,

James D. Ruth

From: Tony DeMarco
Sent: Wednesday, July 30, 2014 1:25 PM
To: James Ruth
Subject: Fwd: RCSD Special Meeting of July 21, 2014

Jim

Why didn't you receive this info before. Very frustrating.

Tony DeMarco
RCSD Director

Begin forwarded message:

From: "Del Rio, Jesse" Date: July 23, 2014 at 4:21:00 PM PDT

To: James Ruth , "Vaughn, Jennifer"

Cc: Alfred Coletta, Bill Kahlert

Ron Casey , Tony DeMarco, Michael Maynard

Subject: [RE: RCSD Special Meeting of July 21, 2014](#)

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Since the HOA is rejecting our offer to install a new street light pole at the proposed location we will be proceeding with a new concrete pole installation for our DCU in Public Right of Way at the location in question.

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To: Vaughn, Jennifer; Del Rio, Jesse

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Subject: RCSD Special Meeting of July 21, 2014

Importance: High

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The board met at the proposed Gertrude Street site and considered the Gas Company's proposed option of installing a marbleite data collection pole with a street light at this location.

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Please let us know if this counter proposal is possible through your working relationship with the Edison company.

Please find the minutes of the July 21, 2014 Special Meeting attached.

Respectfully Yours,

James D. Ruth
General Manager

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-4

DATE: August 12, 2014

TO: RCSD Board of Directors

FROM: General Manager

SUBJECT: SPECIAL EVENT REQUEST FOR USE OF RUSH PARK FOR THE ANNUAL SCHOOL GHOUL 5K RUN/WALK EVENT

RECOMMENDATION:

Authorize the General Manager to approve use of Rush Park beginning at 7:00am for the 3rd Annual School Ghoul 5k Run/Walk event scheduled for Sunday, October 19, 2014.

BACKGROUND:

Per District policy, Board approval is required for an event which commences earlier than 8:00 a.m. This event is scheduled to begin setup at 6:00 a.m. which is one hour before parks are open to the public.

The School Ghoul 5k Run/Walk event was created in 2012 by Rossmoor resident Gus Quinonez to raise funds for the Los Alamitos Education Foundation (LAEF) and to raise awareness of the importance of physical fitness.

The event takes place at Rush Park and commences with the 5k beginning at 7:30 a.m. The race course mainly takes places on Foster Rd. and Hedwig Rd. Participants run through Rossmoor Park and return along Foster/Hedwig. The event concludes at Rush Park.

The event is also Mr. Quinonez's way of saying Thank You to the community that provided his family with an outpouring of support and encouragement during his son's battle with aplastic anemia.

Due to the County's jurisdiction of public right-of-ways (Rossmoor's streets), the School Ghoul event is required to obtain a Road Encroachment permit from the County once they have acquired signed approval from 100 residents residing along the race path. The approval of CHP and OCFA is

also required for the street closure. Additionally, the County permitting department also requires on-site building and planning inspections for the use of the generator and stage in the park. The District also requires the group to obtain a permit for the use of the park and pay established fees.

This year's event will include 400 participants, several volunteers, carnival games, a costume contest, kids fun run, a pancake breakfast, a pumpkin patch and a vendor fair. The race route will be the same as in previous years. The event concludes at 11:00 a.m.

This event would also be taking place at the same time Calvary Church has use of the Rush Park Auditorium. Therefore, District staff is requiring the permittee to inform participants overflow parking is available at the Shops at Rossmoor (*Shops*) pending approval from the Shops. Staff will also require School Ghouls volunteers to staff the parking lot and redirect any School Ghouls traffic to Shops and the perimeter of Rush Park.

ATTACHMENTS:

1. 2014 Event Overview and Plan.
2. Policy No.6010 Requests for Use of District Property.



School Ghoul Los Alamitos Event Overview and Plan
Event Date: October 19, 2014, Event Start Time: 7:00 am
Rush Park, Rossmoor

Help Raise Funds For The Los Alamitos School District! School Ghoul is a district-wide event that raises awareness of the importance physical fitness and helps to raise funds for local schools. All runners/walkers can register to be on the school team of their choice. Any pledges and registration fees collected by individual runners/walkers may be designated to benefit the school of their choice. All undesignated registration fees and pledge sponsorships will go to benefit the Los Alamitos Unified School District. School Ghoul is an opportunity for all members of the community to work together to support education of mind, heart, and spirit in the many schools in our area.

Event Details:

1. 10k, 5k Run – chip timed, organized by Racewire – Course description and map attached
2. Kid’s Run and Costume Contest - Course description and map attached
3. Exhibitor booths for local businesses
4. Music – DJ or live music starting at 9:30 during and after 1k event.
5. Warm up exercises provided by a local dance studio
6. Awards to be presented after all events are finished

Completed and signed application letter including:

- **Date and time of event (from set-up to tear down):** 10/20/13 6:00-12:00 ***Timeline:***

6:00 am Set out barricades and cones, set up registration, vendor’s booth set up, place banners, balloons, stage set up, portable toilets, food & drinks (granola bars/ fruit/yogurt and coffee/juice/water), medical tent set up

7:00 am Registration opens

7:15 am Course Marshalls, water stations, starting/finish line staff in place

7:30 am 10k race starts

8:15 am 5k race starts

9:30 am Kid’s Festival of Races starts

10:00 am Barricades are removed and streets are opened. Before barricades are removed the clean up crew will be sure all trash is removed.

10:30 am Race and costume contest prizes awarded

11:00 am Event ends, tear down time one hour.

- **Decibel levels:** Not to exceed 55 Leq dBA
- **Detailed description of event type and activities:** Participants arrive at the registration area to sign in and confirm that all required forms are completed. Run starting at Rush Park, through the streets of Rossmoor, turning around and running through Rossmoor Park returning to Rush Park. (10k loops same course again) A Kid’s Run and costume contest will follow. There will be an award ceremony for the run and the costume contest. There will be snacks and coffee & juice for the runners and walkers. A DJ will be directing the flow of the event and will play music. Local vendors will have booths promoting their business and may provide give-aways and Los Alamitos schools may have booths to sell items where the proceeds from the sale will go directly to their schools. A clean up crew will break down the event and dispose of all trash generated by the event. We will be giving away pumpkins and have some carnival-type games, i.e. bean bag toss, ring toss.



School Ghouls Los Alamitos Event Overview and Plan
Event Date: October 19, 2014, Event Start Time: 7:00 am
Rush Park, Rossmore

- **Media coverage:** Place ad in local newspapers and with schools, businesses, etc. Sun, News Enterprise, Los Alamitos Patch, Daily Breeze, school newsletters through out the Los Alamitos School District. Possible coverage of event by The News Enterprise and Los Alamitos Patch
- **Medical assistance:** Volunteer paramedic with first aid supplies
- **Participants/spectators:** Appx 500 participants and appx. 40 volunteers
- **Onsite contact (names and phone numbers):** Gus Quinonez (Chairperson) 714-469-6061, Laurie Beverage 949-294-4238

- **Trash removal:** 20-30 volunteer – Boy Scouts. Trash bin delivered by CR&R to north end of parking lot
- **Site Plans/Route Map with layout of event:** Please see attached a detailed route clearly showing the exact route and where streets will be closed. This plan shows:

1. Ingress/egress plans
2. Traffic control plans
3. Emergency access plan (continuous passage at least 14' wide)
4. Detour routes
5. Placement of barricades and cones

- **Race Route/Road Closure:**

Advance Warning Notice: 14 Days before event advance notice signs will be placed along the race course

Road closure and race route:

1. Race start: Closed road, Chianti between Mainway and Blume running north toward Mainway
2. Proceeding on Chianti land turning left on Mainway . Mainway closed between Chianti and Foster.
3. Right on Foster, participants run on the west side of Foster only. Road closed on Foster between Mainway and Kempton . Access for vehicles on the northbound side of Foster starting at Kempton.
4. Runners proceed on the northwest side of Foster
5. Road closures for the east entrance/exit of all roads on the northwest side of Foster from Mainway to Pemberton. Road closed at Hedwig and Pemberton.
6. Race continues through park and exits at Kerth and Donovan. Road closed on north side of Kerth from Baskerville to Foster.

- **Ingress/Egress:**

1. Home on the northwest side of Foster – Martha Ann Dr to Ruth Elaine to Wallingsford
2. Homes on the southeast side of Foster – Martha Ann Dr to Copa de Oro
3. Vehicles traveling on Foster may travel northbound only from Kempton to Kerth



School Ghouls Los Alamitos Event Overview and Plan
Event Date: October 19, 2014, Event Start Time: 7:00 am
Rush Park, Rossmore

- **Parking Plan:** on street, in parking lot, at Rossmore shopping center
- **Building Permits for Electrical and Structures (if applicable)**
- **Formal agreement to special provisions**
- **Letter of Authorization from residents:** A flyer will be handed out to each home a.s.a.p. and then we will follow up with signatures.

Registration Logistics :

1. Registration is done online at Active.com and Racewire
2. Packet pickup location(s): Rush Park 10/18 & 10/19
3. Registration fees: 10k & 5k \$35/ 5k (12 and under) \$25/ Kid's Run (12 and under) \$20
4. Signed Liability Waiver Approval completed upon registering

Applications, Notifications and Permits:

Rush Park: Application Rossmore HOA OCPW: County Property Permit Application, Road Insurance Requirement, Credit Card Authorization CHP, City of Seal Beach (banner) Rossmore (banner) OC Health Dept. for food preparation of pancake breakfast.

Notification to OCFA, Notification to OCTA, Notification to residents

During the event:

*Every effort will be made as to allow fire trucks and other emergency vehicles to have unimpeded access to all portions of the road * School Ghouls will instruct all participants that the course is an "OPEN ROAD" with everyday vehicle traffic to be aware of around them; and that participants will comply with all the "RULES OF THE ROAD" and regulations as defined in the California Vehicle Code (this includes all athletes, support personnel, volunteers and all vehicles which they use). All vehicles must park out of any traffic lane or paved area of the roadway; must remain clear of the roadway so as not to impede regular traffic. Event course monitors shall also remind and notify participants that the course is an open road and to be cautious of vehicle traffic.

* **School Ghouls will instruct all participants that at all times they must stay in the clearly marked lanes in the roadway, not impede regular traffic and be courteous to drivers in the area.** * School Ghouls will mark the course with a sufficient number of signs (such as an 18"x18" yard sign on a stick) to notify traffic in the area of the event and will use directional arrow signs designating the event route for participants to follow. These signs shall also direct participants to be courteous to drivers. All signs will be left up as long as there are participants on the course and removed immediately following the conclusion of the event. The type size on the signs shall be sufficient in size so that a participant can read them. School Ghouls will place Course Marshals along the entire course to direct the flow of the runners.

* The event organizer will instruct all participants to follow the attached "**School Ghouls EVENT RULES AND STIPULATIONS**", which require each participant to comply with all rules and to sign the "Athlete's Waiver" form; a participant's bib shall not be distributed to a participant until the applicant has been provided a



School Ghoul Los Alamitos Event Overview and Plan
Event Date: October 19, 2014, Event Start Time: 7:00 am
Rush Park, Rossmore

completed, initialed and signed Athlete's Release Form from the participant. Applicant will deliver the completed waiver forms to the County.

* Applicant will submit an Emergency Medical Services (EMS) plan and maintain personnel and equipment at the event to implement the EMS plan.

Race Day Operations

Set-up

1. Registration

- a. Hand out numbers & timing sensors & goodie bags
- b. Volunteers in place to sign people in

2. Signage

3. Balloons at starting and finish lines

4. Watering Stations

- a. Water must be pre-purchased
- b. Volunteers in place along course

5. A/V, Award Ceremony

a. Electricity must be available, figure how much you need. 6. Medical tent

a. Find volunteer medical staff

b. Gather ice & supplies

10k/5k Run and Kid's Run/Costume contest

1. Run will take appx. 45-50 minutes for the last runner to return to the finish
2. Kid's Run will follow then the costume contest – appx 45 minutes
3. Costume contest winner is determined by local dignitary and announced after Run

Post results for serious runners and award metals Tear down/clean up after the event

1. Trash disposal
2. Return A/V, tables, awnings
3. Retrace course to ensure that there no debris left from the event

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6010

REQUESTS FOR USE OF DISTRICT PARKS AND FACILITIES

6010.00 Public Parks and Facilities: Rossmoor Community Services District (District/RCSD) parks and facilities include the Montecito Center, Rossmoor Park, Rush Park, Foster Mini-Park and Kempton Mini-Park. These parks and facilities are managed by the District in response to the needs of the residents of Rossmoor and are made available for the use of community-based organizations, non-profit organizations, private individuals and commercial groups. The aim of the District is to provide parks and facilities that are a benefit and source of pride to the entire community.

6010.01 General/Short- Term Use: District parks and facilities may be used by groups, individuals or organizations. Uses include, but are not limited to: classes, events and cultural, educational, health, self-improvement and sports programs.

6010.02 Dedicated Use: Specific space or rooms within the District may be authorized for dedicated use (one to two years) when specifically approved by the Board pursuant to Policy No. 6030 Facilities—Dedicated Use.

6010.03 Long-term Use: Long-term use shall be limited to between six and twelve months. User Requests which do not exceed four days in each month and four hours in each day may be authorized by the General Manager. The use of fields shall not exceed 6 consecutive calendar months. User Permits which exceed these limitations will require Board approval.

6010.10 Limitations: The General Manager shall have the authority to limit the hours of use for all events based on the type of activity planned, proximity to homes, the noise level anticipated from the attendees and the availability of parking needed to accommodate the event. Use of a park or facility by any group or individual shall not exceed eight (8) hours including preparation time, on any one day. Unless otherwise approved by the Board, no outdoor events, including preparation time or clean up time, in Rush or Rossmoor Park shall be scheduled to begin before 8:00 a.m. or conclude after dusk on non-lighted parks and facilities or 10.00 p.m. on lighted parks and facilities. Preparation time includes, but is not limited to, any organized activity such as exercising, warming up, practicing, preparation of a field for play, preparation of a facility for the event, or any other activity if it generates excessive noise. The General Manager shall make such determinations, consistent with this or other applicable Board policies. Such determinations may be appealed to the Board as provided in Section 6010.80.

6010.20 Priority of Use: The use of District parks and facilities shall be awarded in the following order of priority: District sponsored activities; Rossmoor community organizations; Rossmoor residents; other organizations or individuals. Also, organizations currently using District facilities will be given the right of first refusal or to renew their current usage in accordance with the latest fee schedule. The General Manager may require documentation to authenticate the addresses and identities of the requester and his/her organization.

6010.30 Sunday Organized Use: Permits for Sunday organized use of playing fields, other than make-up games, will require approval of the Board. Organized use is defined as any group which is a member of a league or association whose primary purpose is to participate in a recreational activity which has scheduled or regular play and can be identified by a uniform or other recognizable apparel or equipment which would indicate that the participants are a part of organized play. Use of a facility by an informal gathering such as a family or a social gathering is not considered organized play within the meaning of this policy.

6010.40 User Permit Procedures: An applicant for a User Permit must be 18 years of age (See Policy 6060.30) in order to apply for the use of a park or facility. The permittee shall make the application on forms provided by the District, accompanied by a processing fee. See Policy No. 6015 Establishment of Fees And Charges For Use Of District Parks, Buildings and Facilities. It is the responsibility of the person in charge of the event, as identified on the User Permit, to enforce the rules of this policy. Failure to enforce the rules of the District's policies is immediate grounds for revocation of a User Permit.

6010.41 Permit Requests and Deposits: A request for a User Permit should be received by the District a minimum of ten (10) calendar days prior to the requested date and may be submitted six (6) months prior to the requested date. A "reservation" fee will be required to be paid at the time the User Permit is submitted and all other required fees, in accordance with Policy 6015, must be paid at least ten (10) calendar days prior to the scheduled event or the request is invalid. If another applicant requests the same facility or field on the same date and time, the original applicant will be notified and requested to pay any unpaid fees and if that person does not do so within two (2) business days, the later applicant's request will be honored. In all cases, fees and deposits paid within ten (10) calendar days of the scheduled event must be in cash.

6010.42 Response to Applicants: Unless otherwise specified, the District will make reasonable efforts to respond to applicants within five (5) working days of receipt of application unless the request requires Board approval or if the General Manager is required to research a particular aspect of a request which is not specifically covered by Board policy. In the latter case, every attempt will be made to approve or disapprove a User Permit Request in a timely manner.

6010.50 District Indemnification: Application for a User Permit for groups of more than 50 individuals wishing to use a field or facility **must** sign the District's Hold Harmless Agreement. Applications for groups of 150 or more individuals must include a Certificate of Insurance naming the Rossmore Community Services District as additional insured and sign the District's standard Hold Harmless Agreement. Insurance coverage shall include Personal Injury, Property Damage and Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per occurrence / Insurance coverage shall also include Worker's Compensation and Employer's Liability with limits as required by the Labor Code of the State of California, if applicable.

Groups requesting multiple dates of use and any applicants requesting to serve alcohol at Montecito Center must then provide a Certificate of Insurance naming the District as additional insured regardless of the size of the group. Applications will not be approved without the required Certificate of Insurance and Hold Harmless Agreement first being provided to the District. The term group as used in this policy includes all attendees whether they are participants, fans, observers, guests, or invitees of any nature whatsoever.

6010.60 Cancellation of Request By Applicant: In the event of a cancellation by the applicant, notice to the District shall be given as far in advance of the scheduled event as possible. An applicant who cancels a reservation may receive a refund for fees or deposits made to the District if the cancellation is made at least ten (10) days prior to the scheduled use. The refund will be denied, however, if another applicant has requested the same reservation and was denied that reservation because the initial applicant was advised of the secondary request and consequently paid all deposits and fees. Cancellations that do not meet the ten (10) day calendar deadline, or applications made less than ten (10) days in advance of the scheduled event, may receive a partial refund of fees and deposits only if the General Manager finds:

a. The applicant made a reasonably good faith effort to promptly notify the District and the facility was subsequently rented for same date and time, or

b. Extenuating circumstances beyond the applicant's control justify the refund.

In all cases, the processing and cancellation fees will be retained by the District.

6010.70 Cancellation by General Manager: Any reservation may be canceled by the General Manager if in his/her judgment the event violates any District policy. In the event of such a cancellation, notice shall be given to the applicant as far in advance of the scheduled event as possible, with a full refund of all fees and deposits made.

6010.80 Appeal to the Board: An applicant for a User Permit or any other interested person who disputes the decision of the General Manager regarding an application or other matter regarding a User Permit may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the agenda for the next scheduled Board meeting and payment of the appeal fee as set forth in the fee schedule.

Adopted: October 8, 2002
Amended: August 10, 2004
Amended: March 8, 2005
Amended: August 12, 2008
Amended: July 14, 2009
Amended: July 10, 2012
Readopted by Ordinance 2014-01: January 14, 2014

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-5

DATE: August 12, 2014

TO: RCSD Board of Directors

FROM: General Manager

SUBJECT: GOLDEN STATE WATER COMPANY NEW RATE APPLICATION

RECOMMENDATION:

Receive report and direct General Manager to post notice of filing for a water rate increase by the Golden State Water Company on the District's web site and take other actions as appropriate to notify the public about the intended action.

BACKGROUND:

The District has been notified by Golden State Water Company of its filing with the CPUC for a proposed increase in its water rates for Rossmoor and its environs. The Notice of Application to the CPUC contains all of the information related to the process. The District only has status as a customer and has no formal authority or responsibility other than that outlined in the Application. The District may, however, act as a conduit for informing the Rossmoor community about the intended action and its status through the application process.

ATTACHMENTS:

1. Letter dated July 29, 2014 from Golden State Water Company re: Proposed Water Rate Increase.
2. Notice of Application Filing for a General Rate Increase, Application No. 14-007-006.



July 29, 2014

Mr. James D. Ruth
 General Manager
 Rossmoor Community Services District
 3001 Blume Drive
 Rossmoor, CA 90720

Re: Golden State Water Company Files New Rate Application

Dear Mr. Ruth,

On July 15, 2014, Golden State Water Company (GSWC) filed an Application with the California Public Utilities Commission (CPUC) to establish new water rates for the years 2016, 2017 and 2018 for its Region 3 Service Area, which includes the Los Alamitos Customer Service Area (CSA) in Orange County.

The Los Alamitos CSA serves approximately 27,200 customers in Cypress, Los Alamitos, Stanton, and portions of Buena Park, Garden Grove, La Palma, Rossmoor, Seal Beach, and the surrounding community.

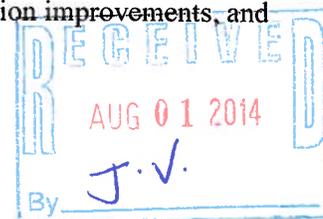
GSWC is requesting the following increase over currently authorized revenues for its Region 3 Service Area: \$857,800 (0.68 percent) in 2016; followed by increases of \$3,055,600 (2.41 percent) in 2017, and \$3,490,700 (2.69 percent) in 2018.

GSWC proposes to modify the existing residential usage rates from a 3-tier to a 4-tier rate structure to promote additional water conservation. Additionally, GSWC proposes to set the usage rate for non-residential customers at the second tier rate of residential customers – a change from the current first tier rate.

Golden State Water Company is proposing to offset increases through the creation of user fees (special programs) for specific services, such as cross connection control services, flow testing fees and service disconnect and reconnect fees. If approved, these expenses will only be collected from customers who utilize the service, rather than shared by all ratepayers.

If the proposed application is approved by the CPUC, an average residential customer with a 5/8" x 3/4" meter using 15 ccf (11,220 gallons) would see a monthly bill decrease of -\$0.72 or -1.10% from \$65.33 to \$64.61 in 2016, a monthly bill increase of \$1.55 or 2.40% from \$64.61 to \$66.16 in 2017, and a monthly bill increase of \$1.78 or 2.69% from \$66.16 to \$67.94 in 2018, excluding any applicable surcharges or credits.

If approved, the new rates would cover the increasing costs to operate and maintain the local water system and allow GSWC to invest in capital improvements of over \$14M in the Los Alamitos CSA, including replacement pipelines, a new groundwater well, reservoir and booster pump station improvements, and other projects critical to providing reliable, high quality water service.



Some of the major factors for the proposed increase are:

- New capital improvements mentioned above
- An increase in allocated general office expenses, including but not limited to, medical benefits, and expenses related to the Customer Care and Billing System (CC&B)
- Increased labor expenses
- Increased taxes

In light of California's current water crisis, Golden State Water Company will continue promoting water use efficiency measures that save our customers money and reduce water use, with a focus on reducing wasteful outdoor water use. GSWC's emphasis on water-use efficiency will reduce the amount of more expensive purchased water that our current system demands require and will conserve these resources for future use.

Notice of GSWC's General Rate Case (GRC) filing was placed in the local newspaper on July 28, 2014. I have attached a copy of this notice for your reference. Customer notices regarding the proposed rate adjustments will be sent out within 45 days of the July 15 filing date through bill inserts and direct mailings.

The CPUC's Office of Ratepayer Advocates (ORA) will review this Application. The ORA is an independent arm of the CPUC created by the Legislature to represent the interests of all utility customers throughout the state and obtain the lowest possible rate for service consistent with reliable and safe service levels. The ORA has a multi-disciplinary staff with expertise in economics, finance, accounting and engineering. The ORA's views do not necessarily reflect those of the CPUC. Other parties of record will also participate.

Customers will have an opportunity to comment on the filing at public participation hearings or by contacting the CPUC directly. A final decision on the filing is anticipated in late fall 2015.

I will keep you informed about the progress of these events, as well as all other activities, throughout the GRC process. If needed, I can provide a presentation about the application and answer questions.

A copy of the application can be found on our website www.gswater.com.

Please feel free to contact me at (714) 683-0350 if you have any questions or require any additional information.

Sincerely,



Kenneth R. Vecchiarelli, P.E.
Interim Orange County District Manager
Golden State Water Company

Attachment: Notice of Application Filing for a General Rate Increase, Application No. 14-07-006

Si necesita asistencia en Español, tenemos representantes de servicio al cliente disponibles para ayudarle cuando lo solicite, por favor llame al número 1-800-999-4033.

**NOTICE OF APPLICATION FILING FOR A GENERAL RATE INCREASE BY
GOLDEN STATE WATER COMPANY
(APPLICATION NO. 14-07-006)
REGION 3 SERVICE AREA**

On July 15, 2014, Golden State Water Company (GSWC) filed their General Rate Case (GRC), Application 14-07-006, with the California Public Utilities Commission (CPUC). The application filing by GSWC requests to increase rates over a three-year period for service in 2016, 2017, and 2018. GSWC is requesting authorization to increase revenues over current revenue in the Region 3 service area by \$857,800 (or 0.68 percent) for 2016, by \$3,055,600 (or 2.41 percent) in 2017, and \$3,490,700 (or 2.69 percent) in 2018.

The CPUC requires GSWC to submit a GRC on a three-year cycle. This rate application covers the period for 2016, 2017, and 2018. The CPUC will render a final decision and the amount approved by the CPUC could vary from the original request by GSWC.

GSWC's Region 3 service areas serve approximately 98,000 customers in all or portions of the cities of Barstow, Lenwood, Town of Apple Valley, Lucerne Valley, Morongo Valley, Wrightwood, Calipatria and the community of Niland, and adjacent territory in Imperial County in the Mountain/Desert District and in Cypress, La Palma, Los Alamitos, Placentia, Seal Beach, Stanton, Yorba Linda, Cowan Heights, Lemon Heights Rossmoor, Claremont, Montclair, Pomona, Upland, San Dimas, Charter Oak, Glendora, Monterey Park, Rosemead, San Gabriel, Arcadia, El Monte, Irwindale, Monrovia and Temple City and adjacent vicinity in the Los Angeles, Orange and San Bernardino Counties in the Foothill and Orange County Districts.

SUMMARY

If the proposed application is approved by the CPUC, the average residential customer in the Foothill and Orange County Districts with a 5/8 x 3/4" meter using 15 Ccf would see a monthly bill decrease of \$-0.72 (or -1.10 percent), from \$65.33 to \$64.61 in 2016. However, in 2017 the average residential customer would see a monthly bill increase of \$1.55 (or 2.40 percent), from \$64.61 to \$66.16, and a monthly bill increase of \$1.78 (or 2.69 percent), from \$66.16 to \$67.94 in 2018, excluding any applicable surcharges.

If the proposed application is approved by the CPUC, the average residential customer in the Mountain/Desert District with a 5/8 x 3/4" meter using 11 Ccf would see a monthly bill decrease of \$-0.64 (or -1.24 percent), from \$51.50 to \$50.87 in 2016. However, in 2017 the average residential customer would see a monthly bill increase of \$1.21 (or 2.38 percent), from \$50.87 to \$52.08, and a monthly bill increase of \$1.40 (or 2.69 percent), from \$52.08 to \$53.48 in 2018, excluding any applicable surcharges.

GSWC also proposes to modify the existing residential tariff from a 3-tier usage rate to a 4-tier usage rate to promote conservation. Additionally, GSWC proposes to set the non-residential usage rate for metered service at the second tier rate of the residential tariff, instead of the existing first tier rate. This may alter some customers' current rates. More information regarding this will be provided in a future bill insert.

In accordance with CPUC guidelines GSWC proposes new service charge rates for non-residential customers with dual-purpose meters that are larger than otherwise necessary due to fire sprinkler systems that are served from the same meter.

PRIMARY DRIVERS OF RATE CHANGE

The changes in revenue are due in part to increases in the following: 1) pump tax, 2) customer billing supplies, 3) purchased power, 4) return on rate base and 5) state income tax. GSWC is also forecasting several decreases in some business operating areas including purchased water, other operating expenses, chemical costs and allocated general office costs.

FOR FURTHER INFORMATION AND TO OBTAIN A COPY OF THE APPLICATION

A copy of GSWC's Application No. 14-07-006, and related exhibits, may be reviewed at the GSWC Customer Service Area (CSA) locations listed below. Most locations are open 8:00 a.m. to 5:00 p.m., but some may close for lunch and reopen following their lunch hour.

- Apple Valley CSA Office located at 13608 Hitt Road, Apple Valley, California 92308;
- Barstow CSA Office located at 1521 East Main Street, Barstow, California 92311;

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- Calipatria-Niland CSA Office located at 631 South Sorensen Avenue, Calipatria, California 92233;
- Claremont CSA Office located at 915 W. Foothill Blvd., Suite E, Claremont, California 91711;
- Morongo Valley CSA Office located at 49634 Twenty- Nine Palms Highway, Morongo Valley, California 92256;
- Los Alamitos CSA Office located at 10852 South Cherry Street, Los Alamitos, California 90720;
- Placentia CSA Office located at 500 Cameron Street, Placentia, California 92870;
- San Gabriel CSA Office located 110 East Live Oak Avenue, Arcadia, California 91006;
- San Dimas CSA Office located 121 Exchange Place, San Dimas, California 91773;
- Wrightwood CSA Office located at 1500 State Highway #2, Wrightwood, California 92397

The application may also be reviewed at the CPUC's Central Files Office between the hours of 8:00 a.m. to noon daily in San Francisco, at 505 Van Ness Avenue, San Francisco, California 94102.

If you need additional information, you may visit www.gswater.com or call GSWC's 24-hour Customer Service Center; toll free, at 1-800-999-4033, TTY 1-877-933-9533.

CPUC PROCESS

This application will be assigned to an Administrative Law Judge (Judge) who will determine how to receive evidence and other related documents, necessary for the CPUC to establish a record upon which to base its decision. Evidentiary Hearings (EHs) may be held where utilities, consumer advocacy groups, and other entities which have been given official status as "parties," will present their testimony and may be subject to cross-examination by other parties. These EHs are open to the public, but only those who are parties may participate. The hearings and documents submitted in the proceeding become part of the formal record. The Judge relies upon the formal record when writing a proposed decision to present to the Commissioners for their consideration.

After considering all proposals and all evidence presented during the formal hearing process, the assigned Judge will issue a proposed decision, determining whether to adopt GSWC's request, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon at a scheduled Commission Voting Meeting.

STAY INFORMED

If you would like to follow this proceeding, or any other issue before the CPUC, you may use the CPUC's free subscription service. Sign up at: <http://subscribecpuc.cpuc.ca.gov/>.

If you have been given official party status, formal protests to this application must be formally filed with the CPUC's Docket Office no later than August 14, 2014. Hard copies must be addressed to CPUC Docket Office, 505 Van Ness Ave., San Francisco, California 94102. If you wish to file electronically you can do so through the following link <http://efile.cpuc.ca.gov/thin/cp.exe>.

If you would like to learn how you can participate in the proceeding, or if you have informal comments or questions about the CPUC processes, you may access the CPUC's Public Advisor's Office (PAO) webpage at www.cpuc.ca.gov/puc and click on "Public Advisor" from the CPUC Information Menu. You may also contact the PAO as follows:

Write: CPUC Public Advisor's Office, Room 2103
505 Van Ness Avenue
San Francisco, CA 94102

Email: public.advisor@cpuc.ca.gov

Phone: 1-866-849-8390 (toll-free) or 1-415-703-2074
1-866-836-7825 (toll-free) or TTY 1-415-703-5282

Please reference **GSWC's GRC Application No. 14-07-006** in any communications you have with the Commission regarding this matter. All public comments will become part of the public correspondence file for this proceeding and made available for review for the assigned Judge, the Commissioners, and appropriate CPUC staff.

GOLDEN STATE WATER COMPANY

7/23/14