

**BUSINESS AGREEMENT AND DETAIL  
BETWEEN THE BIG BEAR VALLEY PARK & RECREATION DISTRICT  
AND BILL FRANTZ, DBA: BIG BEAR SPORTS CAMPS**

This Memorandum of Understanding (MOU) is entered into on this 11th day of June, 2008 for and between the BIG BEAR VALLEY PARK & RECREATION DISTRICT (hereinafter BBVPRD) and Bill Frantz, DBA: BIG BEAR SPORTS CAMPS (hereinafter BBSC).

**DESCRIPTION OF PARTIES**

The BBVPRD is the owner and full time operator of the recreational facility in Big Bear City, Ca. known as "THE RANCH." Bill Frantz, (DBA) BBSC, is the former owner-operator of said facility where for the previous 38 years he operated specialized instructional oriented (live-in) summer sports camps for children from the approximate ages of 8-16.

In consideration of the compensation schedule below, and in the interest of serving the public, the BBVPRD desires to enter into this agreement with BBSC whereby BBSC shall continue to operate specialized summer programs at The Ranch facility ongoing for at least the next 5 years. This agreement is entered into between the two agencies, and is not intended to infringe on the primary needs of the facility owner and/or related operations during the non-camp periods.

Based on its ongoing and recent history, BBSC has the operational aspects of these camps "in-tack" to include the marketing, contacts (previous customers etc.), very specialized staffing and a favorable reputation. The camps historically run during the summer school vacation period to include 8-9 weeks from mid June to mid August yearly. This first year of this agreement, the camps are scheduled to run for 9 consecutive weeks, beginning Sunday, June 15<sup>th</sup>, 2008.

**GOALS AND OBJECTIVES**

BBSC is in the business of providing sports oriented youth a safe, fun and wholesome environment where they can receive high-level coaching in the sport of their choice. One of the top goals is to develop programs with a positive atmosphere whereby campers will gain confidence in themselves and hopefully leave with a better appreciation of the many benefits of being involved in a sports related environment. They will be housed semi-dormitory style in the ski chalet cabins and they will meet many new friends. For many, it will be their first time away from home for any extended period of time. Our hand picked counselor staff will supervise them, live with them and "entertain" them 24 hours a day. Our sports directors are all professionals, well know in their specific fields (some on a National level) and established. Historically, the biggest base of new campers is derived from previous camper referrals, so it is imperative that each year we provide the best of programs, facilities and service in order to maintain that positive flow.

Based on recent years camp history (approx. 700 plus CW per season), the revenue BBSC anticipates generating will provide added revenues to BBVPRD otherwise not available. These added funds shall help BBVPRD in developing more and better recreational programs and facility for the community. In conjunction with the regular camps, at little or no additional cost to the BBVPRD, BBSC also agrees to offer "substantially discounted" local resident day camp rates as an incentive to involve the local community.

The BBVPRD also shares the above goals/objectives of the BBSC. And it is in the best interest of BOTH parties that as much as possible, these ongoing camps and programs be operated in a professional and similar manner per the camps previous history. Both parties agree to make every effort to work toward those goals and objectives



## **FACILITY ACCESS**

Our main counselor staff undergoes on-site training and indoctrination prior to camp and they will begin arriving during the week prior to the June 15<sup>th</sup> opening date. Staff housing (15-20 total people) will be required during part of that week and camp type meals for the first group of staff need begin during that week as the staff arrives. During this time the staff will go through indoctrination meetings and training as well as they will have some time to assist in last minute items relative to getting the camp ready for the summer. Our last session for 2008 will conclude on Saturday, August 16<sup>th</sup>, 2008. Typically 3-5 staff remain for 2-3 days and assist in "camp closing" related items. No official meal service will be expected after camp ends; however, typically the camp food service manager has enough "left over" items to provide for them until they depart.

Whereby the local public will be utilizing certain recreational facilities within the complex while live-in camps are in session, the local and public shall not be allowed to enter the restricted areas as they are designated as "for camp use only," particularly to include the clubhouse and cabins. In addition, in order to maintain the quality and reputation of the BBSC camps, it is imperative the BBSC staff focus their time and energy to deal with pro-active camp/camper issues and not issues relative to any public usage. BBVPRD staff shall be responsible for maintaining all facility "security" issues if and as they may surface in regard to the public.

## **EQUIPMENT**

The BBSC owns certain supplies and equipment (tools, balls, games, tents, costumes, computers, bikes, boats, jet skis etc.) that are used each summer in conjunction with the camps. BBVPRD shall allow these specific camp related items be stored on-site in a safe and secure area during the non-camp season. BBSC shall be responsible for maintaining these specific items and/or replacing them as required.

BBVPRD shall be responsible for the overall repair and maintenance of the total facility, however, particularly during the weekly camp "changeover" weekends, the BBSC staff shall assist-with and perform some "light duty" maintenance items to include cleaning cabins, washing tennis courts, upkeep of clay courts, trash pick-up etc. BBVPRD shall provide all supplies and equipment to be used in regard to facility maintenance issues.

It shall be the responsibility of the using party to provide any equipment needed for facility use unless otherwise stated and mutually agreed upon in the facility use request.

## **USE SCHEDULE**

Even though the actual "usage" of the facility will not take place for several months, most of the planning, marketing, staff recruiting and camper sign-ups for this type camp take place very early in the calendar year. In that regard, just as was the case this year, each and every year ongoing it will be imperative the parties shall develop and agree to a tentative schedule for use of facilities prior to January 1st of that particular year.

## **CHANGES**

It is understood the BBVPRD may change and/or modify the facility at any time and logically any such "changes" would most likely be of a positive nature and to include items that would enhance/expand the facilities. Since BBSC must commit significant revenues and contracts based on an anticipated facility condition several months prior to the camp sessions begin, BBVPRD must inform BBSC of any anticipated changes that may affect the quality and availability of any facilities required for the summer camp operations at the earliest possible



## PRIORITY OF USE

During the camps sessions, and because the campers and all staff members WILL be living full-time at the facility, BBSC will have priority use status for all BBVPRD amenities located at The Ranch facility. BBVPRD will have second priority use status in accordance with weekly schedules to be established and coordinated between the BBSC on-site director and the BBVPRD on-site manager/representative.

## RESPONSIBILITIES

The following lists out lines the basic areas of both entities responsibilities

### BBVPR

1. Provide housing for all staff and residential camper
2. Make available priority facility usage (see access section)
3. Provide complete food service for all staff and camper (as per previous years)
4. Provide complete facility and related equipment maintenance/repair
5. Provide county vehicle and driver "transportation" as discussed (required)
6. Provide a full-time (regular day time) on-site BBVPRD manager/representative
7. Handle all security issues as they relate to local and non-camp activity
8. Provide full-time (regular day time) life guard service at pool area
9. Provide year round storage area for BBSC camp equipment etc.
10. Work with BBSC staff to accomplish "goals and objections"

### BBSC

1. Promote and market the BBSC as per past and required
2. Handle all camper registrations and related matters
3. Hire and provide entire summer camp staff as related to camp operations
4. Provide workman's compensation insurance on all employees where required
5. Provide and maintain specific equipment as required for the various sports camps
6. Assist BBVPRD staff with light duty maintenance during basic camp season
7. Maintain accurate camper records and accounting (criteria for final payment)
8. Supervise all residential campers
9. Make every effort to provide each camper a positive camper experience
10. Coordinate with BBVPRD weekly schedules relative to local usage etc.
11. Require each camper furnish copy of personal medical insurance coverage (we hold on file)
12. Require parents sign a "hold harmless agreement" (waiver) relative to all camp activities.
13. Require each and every parent and camper to confirm (sign form) they have read and agree to the "rules and regulations" as furnished them and as apply to the camp.
14. BBSC shall carry a standard CAMP OPERATORS INSURANCE POLICY with limits of ONE MILLION per child and TWO MILLION per incident. The policy will list the BBVPRD as a "named insured" and evidence of subject policy (endorsement) will be provided to the BBVPRD offices.

The above is not intended to be "the limits" but more intended to represent the major aspects of both entities responsibilities relative to this MOI. Obvious items of responsibility as they may relate to either entities interest are considered to also be a part of the agreement and MOI.



## COMPENSATION

The BBSC shall pay the BBVPRD a base "rent" (rate per camper) for the facility usage for the specified "summer camp season" based on the total number of CAMPER WEEKS (CW) per season. The "rate per camper" shall increase as certain levels are attained. The BBSC shall also make available to "local" residents "discounted" program fees. A separate and lower "rate per camper" shall be paid to the BBVPRD for these type campers. The following table outlines the rates and levels as follows:

1. Base rent on all CW,s.....\$225
2. Add \$50 per RCW over 600 CW.....\$275 (total for RCW over 600)
3. Add \$50 per RCW over 700 CW.....\$325 (total for RCW over 700)
4. Add \$50 per RCW over 800 CW.....\$375 (total for RCW over 800)
5. Local "discounted" residual CW,s.....\$175
6. Non-instructional partial week groups...revenue sharing to be negotiated on case basis

A limited number of "local day campers" will be allowed to participate in the BBSC programs. These type campers will register through the BBVPRD. BBVPRD shall reimburse BBSC a fee in the amount of 40% of the gross fee cost (revenue to BBVPRD) or \$100 per camper, whichever is greater.

Rental Fee Payment Schedule: Prior to the beginning of the 1<sup>st</sup> camp session, and at such time as the facility is deemed "ready for camp," BBSC will pay to BBVPRD an initial fee of \$65,000 (SIXTY-FIVE THOUSAND DOLLARS). After the completion of all camp sessions, at which time a complete accounting of the seasons activity is summarized (within 2 weeks after camp) a "TOTAL SEASON RENTAL FEE" will be established and presented to BBVPRD. With final approval and acceptance the balance due (after deducting the deposit and any credits that may be due BBSC by BBVPRD) will be paid to BBVPRD at that time.

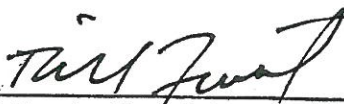
## ANNUAL REVIEW

Annually, within 30 days after each camp season, BBVPRD and BBSC representatives shall meet to discuss/review any and all aspects of the previous season activity. At this time, both parties shall attempt to negotiate any changes/modifications that either party believes need consideration. The following years schedule need be in place prior to Jan. 1<sup>st</sup> of following year. Furthermore, other general promotional activity related to the "next" year should be out in that season's year, it is imperative the essence of any adjustments need be agreed to promptly.

## AMENDMENTS

This Memorandum of Understanding shall be in force for a period of 5 years (5 camp seasons) expiring at the end of the last camp session in the year 2013, unless extended by mutual agreement. This MOU may be modified, changed or amended at any time upon mutual consent of the BBSC and the BBVPRD.

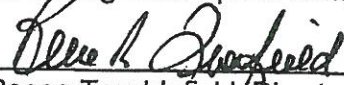
Signature: \_\_\_\_\_

  
Bill Frantz, Proprietor,  
DBA: Big Bear Sports Camps

Date: \_\_\_\_\_

6/11/08

Signature: \_\_\_\_\_

  
Reese Troublefield, Director  
Big Bear Valley Parks and Recreation District

Date: \_\_\_\_\_

6/11/08



© HARLAND FINSTRIDE XGP

BIG BEAR SPORTS RANCH LLC  
P.O. BOX 767  
BIG BEAR CITY, CA 92314

0901  
80-4191/1222

PAY TO THE  
ORDER OF

RBVPED

DATE

6/11/08



SUN COUNTRY BANK  
30100 Town Center Dr., Suite 10  
Laguna Niguel, CA 92657-2064  
949-395-8439

DOLLARS



Sixty-Five THOUSAND

\$ 65,000.00

FOR

DEPOSIT FOR 2008 AWKS

W. J. J. J.

⑈000901⑈ ⑆122241912⑆ 02 303311⑈

MP



**ACORD™ CERTIFICATE OF GENERAL LIABILITY & ACCIDENT MEDICAL INSURANCE**DATE (MM/DD/YY)  
06/12/08

PRODUCER:

The Camp Team  
7615 W. 38<sup>th</sup> Ave. Suite B109  
Wheat Ridge, CO  
80033

FOR SERVICE CALL:

Tel: 800-747-9573  
Fax: 303-422-1276

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A Certain Underwriters at Lloyd's of London

COMPANY B

COMPANY C

COMPANY D

Certificate #: ACMP-08-06-12-1964-0

INSURED International Recreational Educational Association Risk Purchasing Group

Big Bear Sports Camps  
2030 Erwin Ranch Rd.  
Big Bear City, CA 92314

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	SA00824	06/15/08	08/17/08	<b>GENERAL AGGREGATE</b> \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				<b>PRODUCTS-COMP/OP AGG</b> \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				<b>PERSONAL &amp; ADV INJURY</b> \$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				<b>EACH OCCURRENCE</b> \$1,000,000
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS				<b>FIRE DAMAGE (Any one fire)</b> \$250,000
A	<b>ACCIDENT MEDICAL</b>	SA00824	06/15/08	08/17/08	<b>MED EXP (Any one person)</b> \$ Excluded
	<input checked="" type="checkbox"/> Excess Coverage				<b>AGGREGATE LIMIT PER ACCIDENTAL DEATH</b> \$50,000
					<b>MAXIMUM MEDICAL BENEFIT PER CLAIM</b> \$25,000
					<b>ACCIDENTAL DEATH &amp; DISMEMBERMENT</b> \$10,000
					<b>DEDUCTIBLE PER CLAIM</b> \$1,000
A	<b>AUTOMOBILE LIABILITY</b>	SA00824	06/15/2008	08/17/2008	<b>COMBINED SINGLE LIMIT</b> \$1,000,000
	<input type="checkbox"/> ANY AUTO				<b>BODILY INJURY (per insured)</b> \$
	<input type="checkbox"/> ALL OWNED AUTOS				<b>BODILY INJURY (per accident)</b> \$
	<input checked="" type="checkbox"/> HIRED AUTOS / NON OWNED AUTOS				<b>PROPERTY DAMAGE</b> \$
					<b>EACH OCCURRENCE</b> \$
	<b>EXCESS LIABILITY</b>				<b>AGGREGATE</b> \$
	<input type="checkbox"/> UMBRELLA FORM				
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY:</b>				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				<b>EL EACH ACCIDENT</b> \$
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<b>EL DISEASE - POLICY LIMIT</b> \$
					<b>EL DISEASE - EA EMPLOYEE</b> \$
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

LIABILITY POLICY DEDUCTIBLE: \$0.00 PER EACH BODILY INJURY OR PROPERTY DAMAGE CLAIM.

1996 ISO OCCURRENCE FORM (11-88) AND COMPANY'S SPECIFIC FORMS.

Coverage for Participant Legal Liability requires that every participant signs a waiver/release.

**CERTIFICATE HOLDER**

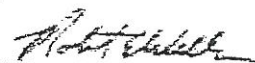
Certificate #: ACMP-08-06-12-1964-0

Big Bear Sports Camps  
2030 Erwin Ranch Rd.  
Big Bear City, CA 92314

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





## Invoice

The Bob Leid Agency / The Camp Team  
7615 W. 38<sup>th</sup> Ave., Suite B109  
Wheat Ridge, CO 80033  
303-422-2018 or (800) 747-9573

**Bill To:**

Bill Frantz  
2030 Erwin Ranch Rd.  
Big Bear City, CA 92314

File Number	Date	Invoice #	Effective Date	Expiration Date	Premium Due Date
MSC1217	06/12/2008	22576	06/15/2008	08/17/2008	Paid

Coverage	Policy Number	Policy Holder	Premium
		Big Bear Sports Camps	\$4,400 flat rate - \$1,500.00 fully earned at inception.
Accident	SA00824		Non Owned/Hired Auto Additional \$1,100.00
Liability	SA00824		
Other			Rates include policy & broker fees \$5,500.00 paid with credit card.
Total			SEE ABOVE

Amount Remitted: \$ \_\_\_\_\_

**NOTES**

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Make Check Payable To:  
Bob Leid Agency / The Camp Team  
7615 W. 38<sup>th</sup> Ave., Suite B109  
Wheat Ridge, CO 80033





**From:** Troublefield, Reese  
**Sent:** Monday, July 21, 2008 10:05 AM  
**To:** Fuerstenberg, Dennis; Judd, Lorie  
**Subject:** FW: Ranch Soccer Field Grading - Bid Results

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**From:** Bacon, Greg  
**Sent:** Monday, July 21, 2008 9:37 AM  
**To:** Troublefield, Reese  
**Cc:** Rigney, Jeff; Oravets, Jim  
**Subject:** Ranch Soccer Field Grading - Bid Results

I have received a total of 4 bids from contractors as follows:

Envision Landscape - \$28,740  
JEM Construction - \$37,900  
Bear Valley Paving - \$41,640  
Ken Willis - \$57,186

I will prepare a contract with Envision Landscape and try to get it to the Board by August 19.

Please move forward with your irrigation install and procure the necessary piping.

Should you have any questions, feel free to contact me...Thanks.

Greg Bacon, Senior Project Manager  
Engineering & Construction Division  
Special Districts Department  
(909) 387-6076 fax (909) 387-5968  
cell (909) 844-0095  
gbacon@sdd.sbcounty.gov





REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS  
COUNTY OF SAN BERNARDINO, CALIFORNIA  
BIG BEAR VALLEY RECREATION AND PARK DISTRICT  
AND RECORD OF ACTION

August 19, 2008

FROM: THOMAS L. SUTTON, Director  
Special Districts Department

SUBJECT: BUDGETARY ADJUSTMENTS AND CONTRACT AWARD FOR SOCCER  
FIELD GRADING - ERWIN RANCH

**RECOMMENDATION(S)**

- Acting as the governing body for the Big Bear Valley Recreation and Park District:
1. Approve contract No. 08-\_\_\_\_\_ with Envision Landscape from Riverside, CA. for \$28,740 to provide grading and earthwork services to establish three soccer fields at the Erwin Ranch Sports Complex in Erwin Lake.
  2. Authorize changes and additions up to \$5,000 for the project, pursuant to Section 20142 of the California Public Contract Code; and authorize the Director of the Special Districts Department to execute changes or additions to the work being performed in connection with the contract for a total amount not to exceed \$5,000.
  3. Authorize the Director of the Special Districts Department to file a Notice of Completion with the Auditor/Controller-Recorder, on behalf of the District, once all work is satisfactorily completed.
  4. Direct the Auditor/Controller-Recorder to record the Notice of Completion.
  5. Approve budget adjustments as outlined in the Financial Impact section below (Four votes required).

(Presenter: Jeffrey O. Rigney, Deputy Director, 387-5941)

**BACKGROUND INFORMATION**

The Big Bear Valley Recreation and Park District operates and maintains the Erwin Ranch Sports Complex that the district acquired in 2007. The complex has various surfaced tennis courts, outdoor hockey and soccer facilities in a camp-like setting to further educate children and youth pursuing their interests in these sporting activities. The area for the soccer fields were left in an unusable condition by the previous owners and require grading and other soil work to bring them up to a satisfactory and safe playing condition. Currently, district staff does not have the equipment or personnel available to accomplish this work and informally solicited quotes from several grading and landscape contractors to accomplish this work.

Approval of the recommendations above will approve the contract for \$28,740 with the successful low bidder, Envision Landscape, from Riverside, CA to perform grading and other earthwork on

**BOARD OF DIRECTORS**  
**CONTRACT FOR SOCCER FIELD GRADING – ERWIN RANCH**  
**August 19, 2008**  
**PAGE 2 OF 2**

the soccer fields at the Erwin Ranch Sports Complex in Erwin Lake for the Big Bear Valley Recreation and Park District, authorize the director of Special Districts Department to execute changes and addition to the work if needed up to \$5,000 and to file the Notice of Completion once all work is satisfactorily accomplished; direct the Auditor/Controller to file the Notice of Completion and to make necessary budgetary adjustments to the Capital Improvement Project account that this project will be paid from.

The district inadvertently left this project out of the budget process and did not carry it over from last fiscal year and it was not included in this years approved capital improvement project budget, therefore, budgetary adjustments are required in order to proceed with the project.

Due to the engineer's estimate being less than \$50,000 for the contemplated work, an informal bid solicitation process was accomplished in accordance with County procurement policy and the Public Contract Code. On July 18, 2008 four bids were received as follows, with Envision Landscape being the lowest responsible bidder.

CONTRACTOR	FROM	BID AMOUNT
Envision Landscape	Riverside, CA.	\$28,740
JEM Construction	Escondido, CA.	\$37,900
Bear Valley Paving	Big Bear Lake, CA.	\$41,640
Ken Willis Construction	Big Bear Lake, CA.	\$57,186

Staff reviewed the bids and recommends contract award to Envision Landscape for \$28,740 to perform the grading and earthwork necessary to prepare the soccer fields for irrigation and sod which district staff will accomplish after the fields have been graded.

**FINANCIAL IMPACT**

Costs for the project \$28,740, are being funded by the district's operating account and will be later reimbursed by Proposition 40 funding. Budgetary adjustments required are as follows:

Account	Decrease	Increase	Amount
SSA 620 620	6000		(\$35,000)
SSA 620 620		5030	\$35,000
CRQ 620 620		9975	\$35,000
CRQ 620 620		4010	\$35,000

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Dawn M. Messer, Deputy County Counsel, 387-8900 ) on July 21, 2008, and County Administrative Office (Wayne Thies, Administrative Analyst, 387-5409) on August XX, 2008.

**SUPERVISORIAL DISTRICT(S)**

Third





**BIG BEAR VALLEY RECREATION AND PARK DISTRICT**  
**MINUTES**  
**REGULAR MEETING OF THE ADVISORY COMMISSION**  
**October 21, 2008**

**CALL TO ORDER**

Chairman Allen called the meeting to order at 5:04 PM

## 1.1 PLEDGE OF ALLEGIENCE

## 1.2 ROLL CALL

*Present:* Allen, Benson, Macioge, McCullar, Pletcher, Poole, Rose  
*Staff:* Troublefield, Judd, Roth

## 1.3 APPROVAL OF AGENDA

**Motion 1**

Commissioner Benson moved to approve, seconded by Commissioner Pletcher.  
**AYES:** Allen, Benson, Macioge, McCullar, Pletcher, Poole, Rose

**2. GENERAL STAFF REPORTS**

2.1A RECREATION REPORT: Commission reviewed report for September 2008, which highlighted childcare, instructor classes, The Ranch Cowboy Nights, Horseshoe Tournament, and bookings and administration. We are starting signups for the first Snowboard Camp this December.

2.1B RECREATION REPORT: Commission reviewed report for September 2008, which highlighted adult sports, youth center activities, and upcoming fall sports and activities. Aaron Speer gave a verbal report on Men's and Women's sports, the Trip San Diego to watch the Oakland Raiders play the San Diego Chargers.

2.2 MAINTENANCE REPORT: Commission reviewed report for September 2008, which highlighted repairs at Erwin Park; installation of 4 horseshoe pits at the Ranch; topsoil and grass seed at Meadow Park ball field; fertilization and tree trimming at Miller Park; weed abatement, removal of trees for hay storage at the Zoo; stage lighting at Swim Beach; and repairs at RKC Baldwin.

2.3 ZOO REPORT: Regional Manager Troublefield announced to the Commission that Debbie Richardson, was the successful candidate in the recruitment for Curator. All in attendance congratulated Richardson on her official appointment. Commission reviewed report for September 2008 which highlighted Zoo Education and our well attended special events, maintenance, and Administration. Curator Richardson reported that 2 vets and techs came up from Cal Poly Pomona with a portable ultra sound and checked out our female Grizzly bear.

2.4 FACILITIES USE REPORT: Commission reviewed the Facilities Use Reports for September 2008. Commissioner Macioge asked about the Bear City Rec Hall when the property is sold. Director Troublefield answered that the Airport Board has already stated that the buildings will be leveled and the Lion's Club is aware of the situation.



Director Troublefield introduced Jeff Rigney, new Director of Special Districts who thanked everyone for their support in gaining his position. He states he is looking forward to working with the Supervisors office on our behalf. He also reported that two items had just been approved by the Board of Supervisors: John Saunders's contract and the lease with Community Church for the skate park. He announced that the draft environmental impact study for the new zoo had been completed and is now out to the public for the 45 day public review. Then there is a 2 week response period, and then it can be signed off by the Forest Service at which time we can start the design RFP process.

### **3. Approval of Minutes**

#### **3.1 APPROVAL OF MINUTES**

Minutes of the September 16, 2008 Regular Meeting

**Motion 2** Commissioner Benson moved to approve minutes, seconded by Commissioner Poole.

**AYES:** Benson, Macioge, McCullar, Pletcher, Poole, Rose

**ABSTAIN:** Allen

### **4. INFORMATION SECTION**

#### **4.1 Information Section**

A. Financial Report – The financial report for September 2008 was reviewed by the Commission. Commissioner Allen requested a mid-year review of the finances.

### **5. COMMENTS FROM THE PUBLIC**

None

### **ADMINISTRATIVE REPORT**

#### **6.1 DISTRICT OPERATIONS**

##### **A. *Paradise Park Project Update- CEQA and Name***

Director Troublefield presented a 3D rendering of the park to the commission and stated the same rendering had been given to the CSD. A Workshop was set for 4pm prior to the next meeting to view the entire 3D slide presentation. Commissioner Allen wants to be sure that CSD subcommittee members view the rendering prior to our workshop.

##### **B. *Zoo Relocation Update – Onsite Improvements***

Director Troublefield stated there is nothing new to report.

##### **C. *Capitol Project Report – Grid Review Information***

Director Troublefield reported there is not much left unfinished on the project grid.

##### **D. *The Ranch***

Director Troublefield stated that the infrastructure for the soccer fields should be completed by March, the sod in by early April, and the sod ready to play on by June 1, 2009. Commissioner Poole inquired about the road to the ranch. Director Troublefield stated he had met Public Works who checked out our issues. They have since placed reflectors on some of the trees.

### **7. PREVIOUSLY DISCUSSED ITEMS**

#### **A. *Meadow Park & Sugarloaf Ball Field Lighting Project***

Director Troublefield stated there was nothing new to report except the delay in the bidding process.

*B. Bear City Park Parcel Sale*

Director Troublefield stated there was nothing new to discuss at this time.

*C. Park Signage*

Director Troublefield stated he has received 1 bid and is awaiting 2 more on the less expensive versions of the park signs. He is pleased the commission agreed on this type of sign. The maintenance crew will be able to install the signs and save the budgeted amount for another project.

*C. Prop 84 Update and set date for Workshop*

Director Troublefield stated that there are Prop 84 funds available, but the conditions were changed. The State will be giving extreme priority to neighborhoods without parks. Baldwin Lake and Lake Williams would certainly fall into that category, as well as a possibility for the Ranch. Director Troublefield commented that the commission should set a 1 hour workshop to prioritize ideas for the Prop 84 funds. A tentative date of Monday, November 17<sup>th</sup> at 5pm was set. Bob Ybarra, Sugarloaf, asked for an explanation of Prop 84. The reply was that it was a 2004 park improvement initiative to enhance parks.

Jeff Rigney added that we need to remember that right now Prop 84 is a very competitive grant. Unlike previous years it is not something we request and just get. We will be competing statewide so it is necessary for the commission to have some concepts ready early. He feels that the challenge for Big Bear will be to state how the funds will be helping specific neighborhoods in need of a park instead of helping Big Bear as a whole. Having an early workshop will be advantageous to us.

**8. REQUESTS AND REPORTS BY COMMISSIONERS**

There were no requests or reports by the commissioners.

**9. ADJOURN MEETING**

**9.1 NEXT MEETING**

Regular Meeting – Tuesday, November 18, 2008 at 5:00 pm

**9.1 ADJOURNMENT**

Chairman Allen adjourned the meeting at 5:55 pm.

**ATTEST:**

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**Michele Roth, Secretary**

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**Don Allen, Chairman**

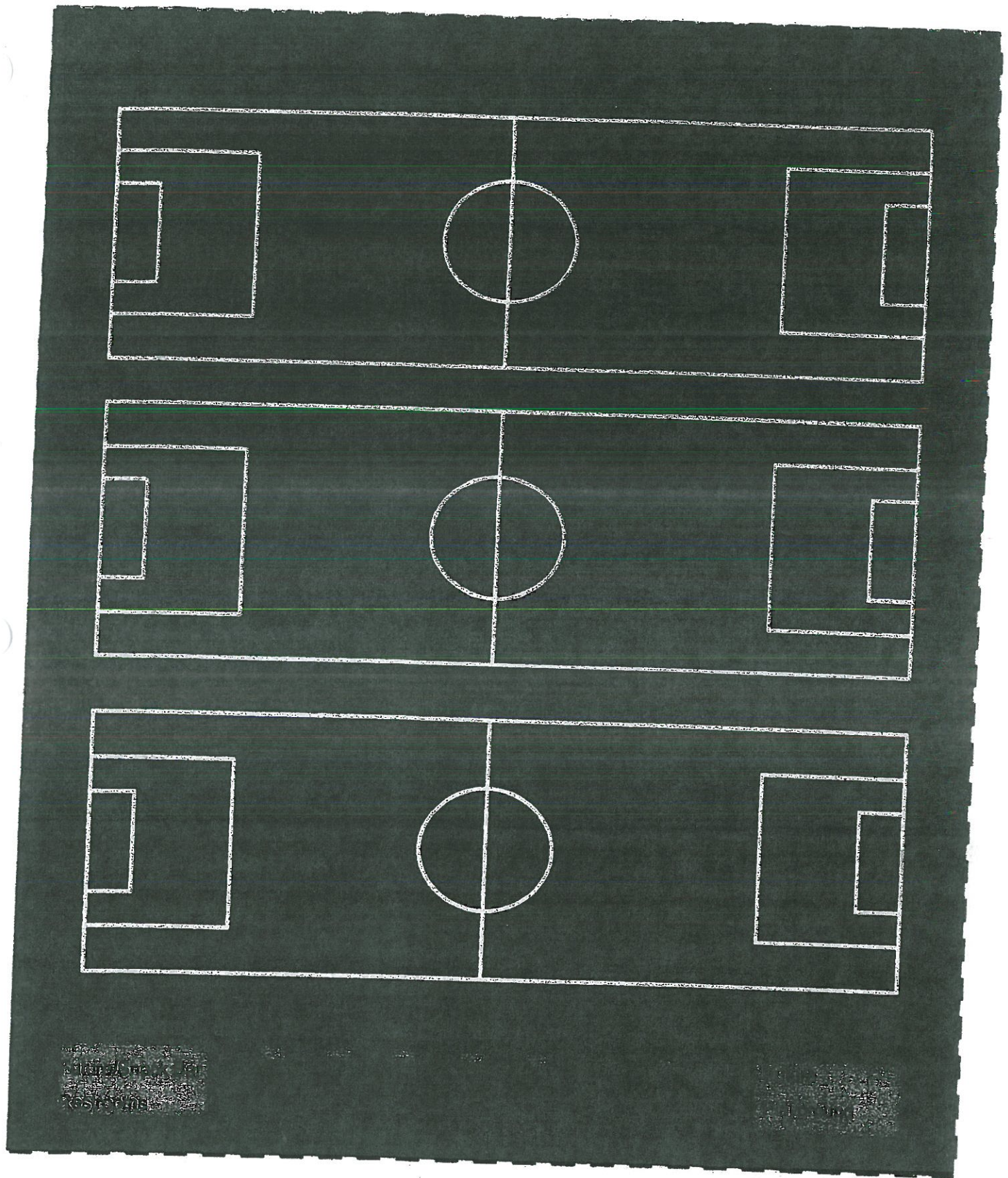


**PROJECT APPLICATION**  
**2002 Resources Bond Act**

(Each Project must have its own Application)

DPR 632 (6/03)





Fence Dimensions 307 wide by 622 long

Grass Area 291' wide by 560' long

6" landscape timber curb around grass area

- 8' Perimeter Fence
- 6" Timber Divider
- Driving Range Stations
- Decomposed Granite







# Big Bear Valley Recreation and Park District

A County of San Bernardino Special District



November 7, 2008


California Department of Parks and Recreation  
Office of Grants and Local Services  
C/O Sherry Mediati  
PO Box 942896-0001  
Sacramento, CA 94296-0001

Dear Ms. Mediati:

The Big Bear Valley Recreation and Park District is planning the renovation of the existing athletic field complex at The Ranch in Big Bear City, CA. When completed, the new complex will offer three new regulation soccer fields (the first public fields in our community), golf driving range, walking paths, and spectator seating/restrooms. Our District would like to use \$220,000 in proposition 40 per capita funding that has been previously allocated but earmarked for property acquisition at another location.

With the recent purchase of the \$2.5 million Ranch Sports Complex, it is no longer necessary to acquire the additional land due to the availability of the 5 acre soccer complex development property mentioned above. Attached are project applications for the use of \$220,000 toward this development. Thank you for your time in reviewing the application. Please contact me with corrections and or questions.

Sincerely,

  
Reese R. Troublefield  
Regional Manager





**BIG BEAR VALLEY RECREATION AND PARK DISTRICT**  
**MINUTES**  
 REGULAR MEETING OF THE ADVISORY COMMISSION  
 February 17, 2009

**1. CALL TO ORDER**

Chairman Allen called the meeting to order at 5:03 PM

1.1 PLEDGE OF ALLEGIANCE

1.2 ROLL CALL

*Present:* Allen, Benson, Macioge, McCullar, Poole, Rose  
*Staff:* Troublefield, Judd, Roth

1.3 APPROVAL OF AGENDA

**Motion 1**

Commissioner Poole moved to approve, seconded by Commissioner McCullar.  
*AYES:* Allen, Benson, Macioge, McCullar, Poole, Rose

**2. GENERAL STAFF REPORTS**

2.1A RECREATION REPORT: Commission reviewed report for November & December 2008, and January 2009 which highlighted childcare, instructor classes, The Ranch bookings and administration including the Learn to Ski program.

2.1B RECREATION REPORT: Commission reviewed report for November & December 2008, and January 2009, which highlighted adult volleyball & basketball, youth basketball, upcoming 3-day basketball tournament, youth center renovations, and Sr. Center.

2.2 MAINTENANCE REPORT: Commission reviewed report for November & December 2008, and January 2009, which highlighted antenna repair and enclosing Lorie's office at the District Office; completed culvert and started dugout & backstop project by Meadow Park field; closed down Dana Park and put up Eagle Preserve Signs; repaired security lights trimmed trees at Miller Park; repaired security light and picnic table RKC Baldwin; repaired broken water lines and replaced all sink & toilet lines at the Ranch; and completed the renovation of the zoo building.

2.3 ZOO REPORT: Commission reviewed report for November & December 2008, and January 2009 which highlighted education, maintenance (new kitchen/medical building), and Administration. It was noted that attendance is still up in spite of all the snow.

2.4 FACILITIES USE REPORT: Commission reviewed the Facilities Use Reports for November & December 2008, and January 2009.

**3. Approval of Minutes**

3.1 APPROVAL OF MINUTES

Minutes of the October 21, 2008 Regular Meeting

**Motion 2** Commissioner McCullar moved to approve minutes, seconded by Commissioner Benson.

*AYES:* Allen, Benson, Macioge, McCullar, Poole, Rose



4. **INFORMATION SECTION**

4.1 Information Section

A. Financial Report – The financial report for November & December 2008, and January 2009 was reviewed by the Commission.

5. **COMMENTS FROM THE PUBLIC**

None

6. **ADMINISTRATIVE REPORT**

6.1 DISTRICT OPERATIONS

A. *Paradise Park Project CEQA Update*

Director Troublefield stated that the Environmental Impact has been completed with few mitigating points. The two major points, being noise and cultural, are both easily managed.

B. *Zoo Relocation Update – Onsite Improvements*

Director Troublefield stated it has yet to be recorded by the Forest Service. After it has been recorded, the 30-day appeal process can begin and we can move forward.

C. *Capitol Project Report – Grid Review Information*

Director Troublefield stated there are only three major projects remaining. The priority is the ball field lighting, fencing and backstops at Meadow Park and Sugarloaf fields. The other two projects that need to be completed, when weather permits, are the DG path from Ski Beach Park to Swim Beach and the installation of new playground equipment at Erwin Lake Park.

D. *The Ranch – Progress Report*

Director Troublefield stated we have received approval to get bids for the Soccer fields. Our hope is to have the fields completed for a Memorial Weekend Opening Ceremony.

E. *Proposition Funding Update*

All Proposition funding is being held up. The Youth Center Skate Park was built with Prop 40 funds and that funding may be in jeopardy. Other Proposition funding in jeopardy is the Paradise Park Project, but Supervisor Derry is backing the project which might help us.

F. *Summer Movie and Concert Series*

Director Troublefield informed the Commission of the plan to have five concerts this summer. David Gates, of Bread, is scheduled Memorial Weekend; Lou Gramm, the lead singer of Foreigner is scheduled the 4th of July; and the other concerts will include a Jazz, Swing, and 70's/80's bands. They will be scheduled every other weekend with family oriented movies scheduled the other weekends throughout the summer.

7. **PREVIOUSLY DISCUSSED ITEMS**

A. *Meadow Park & Sugarloaf Ball Field Lighting Project*

Director Troublefield stated that when the weather permits we will finish the ball field lighting, fencing and dugouts hopefully in time for the baseball/softball seasons in mid-April.

*B. Bear City Park Parcel Sale*

Director Troublefield stated that negotiations are still going on, but is heartened by the fact a spokesperson from the FAA voiced the need for the Airport to purchase the parcel.

*C. Park Signage*

Director Troublefield stated the signs have been completed and will be installed at the parks when the weather allows.

**8. REQUESTS AND REPORTS BY COMMISSIONERS**

Commissioner Benson commented she has heard concerns regarding language issues at the Youth Center Skate Park and questioned whether there is any supervision. Director Troublefield replied that we are forbidden to monitor the skate park, but during the hours of operation of Youth Center our employees do try to keep an eye on the kid's behavior and activity.

Commissioner Poole wanted to say how appreciative she is for Rainbow Kids being open at Big Bear Elementary on Snow Days for the parents that have to work.

Commissioner Allen wanted to thank Dennis and crew for all their hard work on the zoo building and with snow removal. He is looking forward to the Bear City Park sale being completed and announced CSD's new Park sub-committee member as Barbara Beck. He also inquired how many staff would be attending the CPRS Conference. Director Troublefield replied that five staff members will attend the CPRS conference March 2-5.

**9. ADJOURN MEETING**

**9.1 NEXT MEETING**

Regular Meeting – Tuesday, March 17, 2009 at 5:00 pm

**9.1 ADJOURNMENT**

Chairman Allen adjourned the meeting at 5:51 pm.

**ATTEST:**

\_\_\_\_\_  
**Michele Roth, Secretary**

\_\_\_\_\_  
**Don Allen, Chairman**





**BID  
SPECIFICATIONS**

**FOR**

**BIG BEAR VALLEY RECREATION AND PARK DISTRICT  
ERWIN RANCH SOCCER COMPLEX  
SOCCER FIELD IMPROVEMENTS PROJECT**

**AT**

**2050 ERWIN RANCH ROAD  
BIG BEAR CITY, CA. 92314**

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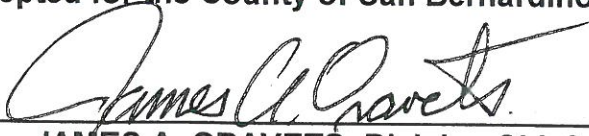
**SDD PROJECT # 2008048  
DATE: March 6, 2009  
ACCOUNT NO.: CRQ-620-410-4010**

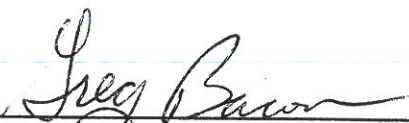
**COUNTY OF SAN BERNARDINO  
SPECIAL DISTRICTS DEPARTMENT  
157 W FIFTH STREET; 2<sup>nd</sup> FLOOR  
SAN BERNARDINO, CALIFORNIA 92415-0450**



SPECIFICATIONS  
FOR  
ERWIN RANCH SOCCER COMPLEX  
SOCCER FIELD IMPROVEMENTS  
AT  
2050 ERWIN RANCH ROAD  
BIG BEAR CITY, CA. 92314  
SDD PROJECT # 2008048  
ACCOUNT NO.: CRQ-620-4010

Accepted for the County of San Bernardino:

By   
**JAMES A. ORAVETS, Division Chief**  
Engineering & Construction Division  
Special Districts Department

Prepared by   
**GREG BACON, Senior Project Manager**  
Engineering & Construction Division  
Special Districts Department

Reviewed By District *Electronically Signed*  
**REESE TROUBLEFIELD, District Manager**

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### PREVAILING WAGE GUIDELINES

### SPECIAL CONDITIONS

### DRAWINGS & TECHNICAL SPECIFICATIONS



**ADVERTISEMENT FOR BIDS  
BIG BEAR VALLEY RECREATION AND PARK DISTRICT  
FOR  
ERWIN RANCH SOCCER COMPLEX - SOCCER FIELD IMPROVEMENTS  
AT  
2050 ERWIN RANCH ROAD  
BIG BEAR CITY, CA. 92314  
SDD PROJECT # 2008048**

Notice is hereby given that the Board of Directors acting as the governing body for the Big Bear Valley Recreation and Park District, (District), in the County of San Bernardino, California, will receive informal bids on or before **April 3, 2009** at the hour of 2:00 p.m., at the offices of the Special Districts Department, 157 West Fifth Street, Second Floor, San Bernardino, California, 92415-0450, at which time they will be publicly opened and declared for the construction of the proposed soccer fields improvement project at Erwin Ranch Soccer Complex in the unincorporated community of Big Bear City, CA in accordance with the plans and specifications and other contact documents now on file with the Special Districts Department.

**CRITICAL CONTRACT TIME LINE DATES:**

Bid Advertisement:	3-13-09
Pre-Bid Job Walk:	3-26-09 (at the site 10:00 a.m.)
Last Day for RFE or RFI:	3-31-09
Bid Opening:	4-3-09 (at Special District Office - 2:00 p.m.)
Contract Award recommendation to Supervisors anticipated:	4-21-09
Notice to Proceed:	Approximately 5 days following contract award.

**SCOPE OF WORK:**

**Main Bid Items:**

Contractor shall provide all labor, equipment and materials necessary to perform the following work:

1. Clear and Grub area (193,000 sq.ft.) for soccer fields according to plan.
2. Grade to drain, level and balance existing fields. Grade perimeter area for fencing. Contractor is advised that District Staff will install irrigation system upon completion of rough grading. Contractor will allow the District sufficient time to install the irrigation system prior to final grading and adding the soil amendments.
3. Furnish and install commercial grade chain link fencing around perimeter of soccer field complex. Fence height will be 8-feet. Fence fabric will be 9-Ga. Contractor shall also provide and install all line, gate and corner posts, bracing, hardware, and all necessary materials for a complete installation.
4. Furnish and install two-10-foot wide by 8-foot high double drive chain link gates as shown on the plans.
5. Contractor will furnish and install soil amendments at the rate required for sod or hydroseed after irrigation work is completed.
6. Contractor shall control dust during all grading operations.
7. Contractor shall remove and dispose of all construction debris in a legal manner.

**Additive Alternate Bid Items:**

- A. Furnish and install approximately 168,000 square feet of fast germinating hydroseed with a Blue-Rye grass seed mixture over the entire area. **OR**

B. Furnish and install approximately 168,000 square feet of Big Roll Sod (Blue-Rye Mix).

The grading, installation of the new fencing, and grass material is to be in accordance with plans and specifications as provided and prepared by the District.

Each informal bid shall be in accordance with the plans, specifications, and other contract documents, copies of which may be obtained at the Special Districts Department, Telephone No., (909) 387-5940 for a **non-refundable fee of \$25.00** to cover printing and duplication costs. Plans and specs may also be fed-ex'ed overnight provided contractor supplies their own fed-ex account number so that the cost are borne by contractor.

#### **MANDATORY PRE-BID JOB WALK:**

A **MANDATORY PRE-BID Job Walk** is scheduled for **March 26, 2009 @ 10:00 a.m.** and all prospective bidders shall attend the meeting which will be held at the site, Erwin Ranch Soccer and Tennis Sports Complex located at 2050 Erwin Ranch Road (Intersection of Erwin Ranch Road and Hatchery (Lakewood) Rd., Big Bear City/Erwin Lake Area (Thomas Bros. Map Page No. 4742 – J7)). A sign-in sheet will be provided and only contractors attending this meeting will have their bids considered.

#### **BID REQUIREMENTS:**

Bid shall be prepared on the forms obtained from the said office. Bids may be faxed to (909) 387-5968, provided that all pages arrive by the time and date set forth above.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof. The District reserves the right to reject any or all bids and to waive technical errors and discrepancies and/or to waive any informality of a bid not affected by law, if to do so seems to best serve the public interest.

#### **BONDS & INSURANCE:**

The successful bidder will be required to furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company licensed to sell surety contracts in the State of California and satisfactory to the District. The contractor will also furnish acceptable certificates of insurance evidencing all insurance as required by the specifications has been secured. Upon completion of all contract work, a 10% maintenance bond for a period of not less than 1 year will be required prior to retention payment being released.

Contractor may, upon written request, and at their expense after approval by the Governing Board of the District, deposit substitute securities found in Government Code Section 16430, as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

#### **AWARD AND EXECUTION:**

The contractor shall execute the contract within ten (10) days after notification of award of the contract, and shall commence construction within ten (10) days after the written notice to proceed is issued, and shall complete all the work and improvements within **Thirty (30)** calendar days after execution. Pursuant to the provision of Government Code Section 53069.85 in case all the work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the proposal, the Contractor shall forfeit to the owner a specified sum of money, to be deducted from any payments due to the Contractor. The sum of money shall be **\$250** per calendar day in excess of the contract calendar days.



## **PREVAILING WAGES:**

Pursuant to the statutes of the State of California, the Board of Directors has ascertained the general prevailing rate of wages and rates for legal holiday and overtime work in the locality in which the work is to be performed. Said prevalent rates of wage shall conform to the most recent rates published by the Director of California Department of Industrial Relations. Said rates are included in the bid documents and are available for review at the Special Districts Administrative Offices, 157 W. 5<sup>th</sup> Street, Second Floor, San Bernardino CA. 92415-0450

## **PAYMENTS:**

Payments shall be made no more than once every thirty (30) days, nor shall the amount paid be in excess of ninety percent (90%) of the total contract amount (including change orders if any). Invoices should be submitted to the Project Manager by the 20<sup>th</sup> of each month to insure timely processing of invoices and meet end of month cut-off times. Final payment shall be processed 35 days after the filing of the Notice of Completion. The Project Inspector, Project Manager and engineer/architect shall approve all payments prior to acceptance of invoices.

The District requires that all payments made the contractor be accomplished via electronic funds transfer (EFT). Therefore, the contractor must complete a Direct Deposit form and submit to the Auditor/Controller for processing upon notification of contract award. District will supply the contractor required forms at that time. Contractor shall elect and identify to which account payments will be made. Contractor will receive an e-mail indicating that a payment will be posted to his account several days prior to the actual posting date.

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## **CONTRACTOR & SUBCONTRACTING REQUIREMENTS:**

Contractors submitting a bid on this project must have a current and valid California Contractor's license with a minimum of a C-12 or C-27 classification or higher at the time of bid opening.

Contractor must submit with his bid a list of any sub-contractors, their addresses, contact information and their license number who will be performing at least ½ of 1 percent of the contracted amount of work anticipated on the project. Contractor may use the sample list provided in the bid documents section or attach the list on their company letterhead. Material suppliers, equipment rental and/or vendors that are not actually performing any labor on the project do not have to be included on the sub-contractor list.

By order of the Director of the Special Districts Department acting on behalf of the Big Bear Valley Recreation and Park District for the County of San Bernardino.

Dated 3/6/09

ORIGINAL SIGNED

**GREG BACON**, Senior Project Manager  
Engineering and Construction Division  
Special Districts Department

## INSTRUCTIONS TO BIDDERS

### 1. FORM AND PREPARATION OF BID PROPOSAL AND SIGNATURE

- A. The informal bid proposal shall be submitted on the properly completed forms attached hereto and shall be enclosed either in a sealed envelope marked and addressed as hereinafter directed or faxed to (909) 387-5968.
- B. A mandatory pre-bid meeting is scheduled for March 26, 2009 at 10:00 a.m. at the Erwin Ranch Soccer and Tennis Sports Complex located at 2050 Erwin Ranch Road (Intersection of Erwin Ranch Road and Hatchery (Lakewood) Rd., Big Bear City/Erwin Lake Area (Thomas Bros. Map Page No. 4742 – J7). Only contractors attending this meeting will be allowed to bid the project. A sign-in sheet will be available and contractors will be required to sign-in. Submitting a bid without attending the job-walk will render the bid unresponsive and the bid will be returned unopened.
- C. All blank spaces in the Bid Proposal and Bid Sheet(s) shall be properly filled. The phraseology of the bid proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a bid proposal will render it informal and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the bid proposal over the signature of the bidder. Alternative proposals will not be considered unless specifically provided for in the Bid Sheet(s).
- D. In the event of a discrepancy between the unit price and the total amount of bid for an item of work, the unit price bid will be considered correct and the total amount will be corrected to conform to the unit price.
- E. If the bid proposal is made by an individual, it shall be signed with a full name and address; if it is made by a firm, it shall be signed with the partnership name by a member of the firm, who shall also sign their own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. If a bid proposal is a joint venture, it shall be signed by a member of the joint venture and the full names and addresses of all partners of the joint venture shall be given.

### 2. ADDRESS AND MARKING OF BID PROPOSAL

- A. The envelope enclosing the bid proposal shall be sealed and addressed to:  
Special Districts Department  
157 West Fifth Street, Second Floor  
San Bernardino, CA 92415-0450
- B. The envelope shall be plainly marked with the name and address of the bidder in the upper left hand corner and labeled "Sealed Bids: **ERWIN RANCH SOCCER FIELD IMPROVEMENTS PROJECT**"



### **3. SUBMITTING THE BID PROPOSAL**

- A. Bid proposals submitted after the time set forth for receiving bids at the place so named herein, will not be received and/or considered. It is the sole responsibility of the bidder to submit their bid in accordance with all of the provisions contained herein.
- B. Bid proposals may be withdrawn upon the written request of the bidder prior to the time set forth for receiving and opening bid proposals.
- C. All bid proposals will be opened and read publicly. Bidders and their representatives are invited to be present at the opening. The District reserves the right to waive any informality in any bid proposal to make award to the lowest responsible bidder as the interest of the District may require. Where bonds are required, the bidder shall name the surety or sureties that have agreed to furnish said bonds.
- D. The Contractor's bid shall be determined as a Base Bid that is a total of all individual items of work required to complete the project as identified on the attached itemized bid sheet. The lowest bid shall be the lowest bid price of the Base Bid. A responsible bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

### **4. REGISTRATION OF CONTRACTORS**

All bidders shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. Bidders shall possess at a minimum a current class "C-12" Earthwork and Paving or "C-27" Landscaping contractor's license at time of bid submittal.

### **5. LIST OF SUBCONTRACTORS FILED WITH BID**

In accordance with the provisions of Section 4100 through 4113 inclusive of the Public Contract Code of the State of California, each bidder shall submit with their bid proposal the name, contractors license and location of place of business of each proposed subcontractor who will perform work, labor or render service to the General Contractor in an amount in excess of ½ of one percent (.5%) of the General Contractor's bid, and shall state the type and portion(s) of the work which will be accomplished by each such subcontractor.

### **6. LOWEST RESPONSIBLE BIDDER**

In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the bid and the accurate summation of total costs in the bid submitted as proposed by the bidder. To receive favorable consideration, a bidder may be required to present evidence satisfactory to the District that the Bidder and Bidder's associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

## **7. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

If any bidder is in doubt as to the true meaning of any requirements of drawings or specifications, or finds any discrepancies in, or omissions from the drawings or specifications, the bidder may submit to the engineer a written request for an interpretation or correction thereof. The written request must be received at least three (3) calendar days prior to the date fixed for opening of bids. The person making the request will be responsible for its prompt delivery. Interpretations or corrections will be made only by addenda to specifications or by dated revisions or drawings with a copy of each addition or change being furnished through the owner to each prospective bidder. Only a written interpretation or correction by Addendum shall be binding.

## **8. LOCAL AND SITE CONDITIONS**

- A. Bidders shall read the specifications, examine the drawings and the contract documents, and make their own estimates of the existing conditions and the difficulties which will attend the execution of the work called for by the proposed contract, including uncertainty of weather and other contingencies prior to submitting bid proposals for the work.
- B. Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such means as they may choose as to actual conditions, limitations and requirements that may affect the execution of the work and as to the accuracy of the quantities stated in the Itemized Bid Sheet(s). Information derived from maps, plans, specifications, profiles, drawings or from the Engineer or the Engineer's assistants shall not relieve the bidder of this responsibility.
- C. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or failure to visit and to be acquainted with the conditions at the construction site, shall in no respect relieve the bidder from any obligation imposed by the bid or by the contract. The submittal of a bid shall be taken as prima facie evidence of compliance with all instruction contained herein. Any or all addendums issued during the bid process must be acknowledged by contractor's signature and submitted with the bid documents or the bidder will be disqualified.
- D. The quantities or work or material stated in the unit price items of the Bid Sheet(s) are supplied only to give an indication of the general scope of work; the owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith but reserves the right to increase or decrease the amount of any unit price item of the work by an amount up to and including twenty-five percent (25%) of any bid item(s), or to omit portions of such work as may be deemed necessary or expedient by the Engineer without a change in the unit price.

Bidders shall not at any time after the submittal of a bid make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit price items of the Bid Sheet(s).



## 9. GEOLOGIC AND SOILS CONDITIONS

It shall be the bidder's responsibility to make all examinations, borings, and field studies necessary for required excavation and embankment construction operations and to fully determine all cost factors related thereto which shall be included in the bid price for the work. The submittal of a bid will be accepted as prima facie evidence that in compliance herewith the bidder was accurately and fully informed of all geological and soil conditions that will influence the cost of performing the work and that due consideration of all such factors were taken prior to making the bid.

The Contractor shall promptly notify the owner, in writing, if any subsurface or latent physical conditions are encountered at the site differing from those indicated, if material is found that the contractor believes may be unidentified hazardous waste, or if unknown physical conditions are encountered of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

## 10. EXECUTION OF CONTRACT

The successful bidder shall execute a written contract with the District in the form of an Agreement, attached hereto, secure the payment of Workers' Compensation and furnish all insurance and approved bonds as required in the following paragraphs, all in accordance with the provisions hereof within ten (10) days (not including Sundays and holidays) or such additional time as may be allowed by the Project Manager from the date of the mailing of a notice from the District to the bidder according to the address given, of the acceptance of the bid proposal. If a bidder to whom award is made fails or refuses to enter into Contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, the money represented by the cashier's check or Bidder's Bond shall become the property of the District as provided in Article 4, hereof, the award will be annulled and at the discretion of the District, the contract may be awarded to the next lowest qualified bidder. Such bidders shall fulfill every stipulation embraced herein as if the parties to whom the first award was made. A corporation to which an award is made may be required before the contract is finally executed to furnish evidence of its corporate existence, of its right to do business in California and of the authority of the officer signing the contract and bonds for the corporation.

- A. The successful bidder shall furnish a bond with a responsible corporate surety or corporate sureties authorized to do business in California conditioned upon the faithful performance of the said bidder of all covenants and stipulations in the contract. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be in the form approved by the District and shall not be less than one hundred percent (100%) of the total amount of the bid price named in the contract.
- B. The bidder to whom the contract is awarded shall also furnish a Labor and Material Payment Bond, approved by the owner, in accordance with the provisions of Civil Code Sections 3225-3227 inclusive, and Sections 3247-3252 inclusive. Said labor and material bond shall not be less than one hundred percent (100%) of the total amount of the bid price named in the contract.
- C. The surety or sureties on all bonds furnished must be satisfactory to the District. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at their own cost and expense. The District reserves the right to reject any bond if in the opinion of the Project Manager the surety's acknowledgment is not in the form included in the Contract documents.



- D. **Permits** – The District will obtain and pay for grading, building, plumbing, electrical, encroachment, and other permits necessary for the construction of the work herein set forth if required. The Contractor shall obtain and pay for all licenses, moving or road closure permits as required by cities, County of San Bernardino, or state laws.

## 11. MAINTENANCE BOND

A maintenance bond in the amount of 10% of the contract price guaranteeing the repair of all damage due to faulty materials and/or workmanship for a period of not less than one year after acceptance of the work by the District will be required and will be presented prior to final retention release.

## 12. INSURANCE POLICIES AND INDEMNIFICATION

The Contractor agrees to and shall comply with the following indemnification and insurance requirements:

- A. **Indemnification:** The Contractor agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless, the District, the County and its authorized officers, agents, employees and volunteers (Indemnitees) from any and all claims, actions, losses, damage and/or liability arising out of this contract from any cause whatsoever including acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim, except where such indemnification is prohibited by law.

This indemnification provision shall apply regardless of the existence or degree of fault of the indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

- B. **Insurance:** The Contractor agrees to provide insurance set forth in accordance with the requirements stated herein. If the Contractor uses existing coverage to comply with these requirements, and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage in order to do so. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- **Workers Compensation** – A program of workers' compensation insurance or a State approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Director of Risk Management.



With respect to Contractors that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Worker's Compensation insurance.

- **Commercial/General Liability** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment
- (b) Products and completed operations
- (c) Broad form property damage (including completed operations)
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability
- (g) \$2,000,000 general aggregate limit.

- **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have combined single limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy as described above is acceptable.

- **Umbrella/Excess Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury, and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- **Subcontractor Insurance Requirements** – The Contractor agrees to require that all parties or subcontractors, including architects, engineers or others it hires or contracts with related to the performance of the contract to provide insurance covering the contracted operations with the same basic requirements as indicated herein and naming the District and County as additional insureds. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

- **Waiver of Subrogation Rights** – Contractor shall require the carriers of the above, identified coverages to waive all rights of subrogation against the County, District, and their officers, agents, employees, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County and/or District.



- **Additional Insured** - All policies except for Worker's Compensation, Errors & Omissions and Professional Liability policies shall contain endorsements naming the County **and** District and its officers, agents, employees, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County and/or District to vicarious liability but shall allow coverage for the County and/or District to the full extent provided by the policy. Such coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County and/or District.
- **Severability of Interests** - The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County and/or District and any other insured or additional insured under the policy.
- **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**Proof of Coverage** – Contractor shall immediately furnish certificates of insurance to the District evidencing the insurance coverage, including endorsements as required, prior to the commencement of performance of services hereunder which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services.

Within fifteen (15) days of the commencement of the contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

- **Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is cancelled and not replaced, the County and/or District has the right, but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County/Department/District will be promptly reimbursed by the Contractor or payments to the Contractor will be reduced to pay for District purchased insurance.
- **Insurance Review** – Insurance requirements are subject to periodic review by the County and/or District. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County and/or District.



In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County and/or District, inflation, or any other item reasonably related to the County's and/or District's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County and/or District to monitor or enforce compliance of the insurance or indemnification requirements will not be deemed as a waiver of any rights on the part of the County and/or District.

### **13. PREVAILING WAGES**

The Contractor is hereby notified that this project is subject to state prevailing wage guidelines as referenced in the Wage Guidelines sections of these Contract Specifications. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than the wage applicable for their work classification, as specified in the wage guidelines contained in the specifications.

### **14. NONCOLLUSION AFFIDAVITS**

All bidders must execute a Non-collusion Affidavit in the form attached hereto. The District also reserves the right to require that the principal contractor shall, before awarding any subcontract, secure from the proposed subcontractor a Non-collusion Affidavit in the form also attached.

### **15. SCHEDULE**

Prior to signing the Contract, the contractor shall submit on a form acceptable to the District and representative, an overall construction schedule for the work. The construction schedule shall start with the proposed date of signing the Contract and the completion date shall be the date specified in the Contract.

### **16. ASSIGNMENT OF CONTRACT**

No assignment by the contractor of any Contract to be entered into in accordance with the Notice Inviting Bids and these Instruction to Bidders, or any party thereof, or of funds to be received thereunder, will be recognized by the awarding authority unless such assignment has had the prior approval of the awarding authority and the surety has had notice of such assignment in writing and has given written consent thereto. No contractor shall substitute any person as a subcontractor in place of the subcontractor designated in the original bid, or permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid; or sublet or subcontract any portion of the work in excess of one-half of one percent (.5%) of the Contractor's total bid in which his/her original bid did not designate a subcontractor, except as provided by Section 4100 et. seq. of the Public Contract Code of the State of California.



17. **PAYMENTS**

Payments shall be made no more than once every thirty (30) days, nor shall the amount paid be in excess of ninety percent (90%) of the total contract amount (including change orders if any). Invoices should be submitted to the Project Manager by the 20<sup>th</sup> of each month to insure timely processing of invoices and meet end of month cut-off times. Final payment shall be processed 35 days after the filing of the Notice of Completion. The Project Inspector, Project Manager and engineer/architect shall approve all payments prior to acceptance of invoices.

The District requires that all payments made the contractor be accomplished via electronic funds transfer (EFT). Therefore, the contractor must complete a Direct Deposit form and submit to the Auditor/Controller for processing upon notification of contract award. District will supply the contractor required forms at that time. Contractor shall elect and identify to which account payments will be made. Contractor will receive an e-mail indicating that a payment will be posted to his account several days prior to the actual posting date.

18. **GOVERNING DOCUMENTS**

Where a conflict of requirements exists between the various conditions of these documents, the more restrictive of the requirements shall always apply.

In the absence of any other plans or specifications, the Public Works "Green Book" Specifications, Standards and Plans for Public Works Construction shall prevail.

19. **EMPLOYER INFORMATION REPORT**

If the Contract price exceeds \$10,000 and the contractor has one-hundred (100) or more employees, he/she will file Standard Form 100, "Employer Information Report," with the Joint Reporting Committee, Post Office Box 12, Springfield, Virginia 22150, within thirty (30) days after the Contract award and annually on or before March 31, thereafter for the life of the Contract.

20. **TIME LIMITS OF WORK**

The work to be performed shall be completed within **Thirty (30)** calendar days after the Notice to Proceed has been issued. In case all the work called for under the Contract is not finished or completed within the number of calendar days as set forth in the proposal, the contractor shall forfeit to the owner a specified sum of money as liquidated damages, to be deducted from any payments due the contractor. The sum of money shall be **\$250** per calendar day in excess of the Contract calendar days.

21. **EXPLANATION OF BID ITEMS**

The monies to be paid for the various items of work included in the Itemized Bid Sheet(s) shall constitute the total obligation of the Owner as described in the Contract Documents, with the exception of costs specifically delegated to the Owner by the Contract Documents and no additional compensation will be allowed.

22. **SUBCONTRACTOR ELIGIBILITY**

Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Sections 1777.1 or 1777.7 of the Labor Code. Any contract 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, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. 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.



## BID PROPOSAL

**PROJECT: SOCCER FIELD IMPROVEMENTS – ERWIN RANCH SOCCER COMPLEX**

**LOCATION: 2050 ERWIN RANCH ROAD, BIG BEAR CITY, CA.**

**OWNER: BIG BEAR VALLEY RECREATION AND PARK DISTRICT**

**BID OPENING DATE: April 3, 2009 (2:00 p.m.)**

County of San Bernardino, Special Districts Department on behalf of the Big Bear Valley Recreation and Park District:

In compliance with your invitation for bids, the undersigned has carefully examined the drawings and other documents on file with the Special Districts Department, for the Erwin Ranch Soccer Field Improvements project, to include grading, fencing, soil amendments and sod or hydroseed, at the Soccer Complex, Erwin Ranch, Big Bear City, California, and fully understands the scope and meaning of the bid documents. The undersigned has examined the site of the proposed work and is familiar with the local conditions at the place where the work is to be accomplished.

The undersigned hereby proposes to furnish all materials, labor, tools, equipment, apparatus, facilities and transportation necessary to complete all work in conformity with the drawings and specifications at the price shown and as indicated on the itemized bid sheet.

In the case of a discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail.

### **BASE BID**

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by the extension of the item price bid on the basis of the estimated quantity set for the item.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column should be the product of the unit price bid and the estimated quantity for the item.

In the case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided 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 Total" for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity of the item and the price thus obtained shall be the item price.
2. As to unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.
3. Faxed bid submissions are acceptable provided all required forms are also faxed. Faxed bids may be sent to (909) 387-5968 prior to the bid opening time and date stated.



**ITEMIZED BID SHEET**  
**ERWIN RANCH SOCCER COMPLEX – SOCCER FIELD IMPROVEMENTS**  
**SDD PROJECT # 2008048**

For the furnishing of all labor, equipment, and materials necessary to construct the work contemplated, in accordance with the plans, as called for in these specifications and as indicated on the unit pricing as follows:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization (Including Bonds and Insurances)	1	L.S.		
	<b>CLEARING &amp; GRADING</b>				
2	Site Preparation, Clear and Grub	1	L.S.		
3	Rough and Finish Grading	193,000	S.F.		
4	Provide and install soil amendments	1	L.S.		
	<b>FENCE</b>				
4	Provide and install 8' high, 9 GA commercial chain link fence complete with all posts, bracing and hardware	1,950	L.F.		
5	Provide and install 8' high X 10' wide double drive chain link swing gates	2	EA		
	<b>TOTAL BASE BID:</b>			<b>X</b>	<b>\$</b>
	<b>ADDITIVE ALTERNATE BID ITEMS</b>				
A.	Provide and install Big Roll Sod (Blue-Rye Grass mix)	168,000	S.F.		
B.	Provide and install Blue/Rye Mix Hydroseed	168,000	S.F.		

The **TOTAL BASE BID SUM** of \_\_\_\_\_ Dollars  
*Written in Words*

(\$ \_\_\_\_\_ )

The quantities listed above are only an estimate for each of the items. The actual quantities encountered may be different and compensation will be based on the unit prices established above. In case of a discrepancy between the "Unit Price" and the "Total Extension", the "Unit Price" shall prevail.

The above mentioned BASE BID sum includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

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

**SIGNED:** \_\_\_\_\_

## **TIME**

If the proposal is accepted, the undersigned agrees to execute the required agreement and furnish the required bonds within ten (10) calendar days from the date of approval of this Contract.

## **TIME OF COMPLETION**

The undersigned agrees to complete all of the work on the Contract in **THIRTY (30)** calendar days upon receipt of Notice to Proceed issued by the Special Districts Department:

## **REJECTION OF BIDS**

The undersigned agrees that the District reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid unless prohibited from doing so by law, if to waive said informalities seems to best serve the public interest.

## **STATE LICENSES**

The undersigned hereby certifies that Contractor is currently the holder of valid license(s) as a contractor in the State of California, who's Contractors license(s) covers the type of work for which this proposal is made.

## **INSURANCE**

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Worker's Compensation insurance and such other insurance as will protect Contractor from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by Contractor or by any subcontractor, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned. The certificates of such coverage shall be subject to approval by the District for adequacy of protection. The undersigned also agrees to name the County of San Bernardino and District as additional insured. The undersigned agrees to provide copies of those endorsements prior to commencement of the work.

## **BONDS**

The undersigned agrees to furnish the District with a satisfactory Labor and Material Payment bond and a Faithful Performance bond in an amount equal to 100% of the Contract price, said bonds shall be secured from a surety company, or surety companies, satisfactory to the District. Upon project completion and prior to retention release, contractor shall provide a 1-year maintenance bond in an amount of 10% of the contract price to be in effect for 1 year following the date of completion.

## **VISITING THE SITE**

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

## **DEPOSIT SECURITIES**

Pursuant to Public Contract Code Section 22300, Contractor may upon written request, and at Contractor's expense and after approval by the District, deposit substitute securities found in Government Code Section 16430, in lieu of retention monies withheld to insure performance.



## FORMER COUNTY OFFICIALS

Contractor agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Contractor. The information provided should include a list of former County administrative officials who terminated their County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Employee Classification Group, Management Unit or Safety Management Unit.

## INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of this contract, the District determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this contract may be immediately terminated. If this contract is terminated according to this provision, the District is entitled to pursue any available legal remedies.

## DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4113 of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the mill, shop or office of each subcontractor who will perform work or labor or render service to the contractor in an amount in excess of one-half of one percent (.5%) of the total bid and the portion of the work which will be done by each subcontractor.

If the undersign fails to specify a subcontractor for any work to be performed under the Contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the governing Board of the District.

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, Title 1 of the Public Contract Code (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Director of Special Districts Department or his designee shall prepare and certify a statement of costs incurred by the District for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of Special Districts Department or his designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the District for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

### SUBCONTRACTORS

### LICENSE # / TRADE

### ADDRESS & PHONE NO.

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(Use Additional Sheets if Necessary)

## ADDENDA ACKNOWLEDGEMENT:

This bid includes:

Addendum No.: \_\_\_\_\_

Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

Dated: \_\_\_\_\_

## AFFIDAVIT

The undersigned agrees to furnish the District notarized non-collusion affidavits, included herein, for principal contracts and subcontracts, and states that this is a genuine bid proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned declares: The only person or parties interested in this bid proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of Contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid is submitted, including the incorporated bidding documents, be accepted by the District, the undersigned shall execute a Contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation and the corporate seal must be affixed. This Bid Proposal must be accompanied by a document evidencing such officer is authorized to sign.

Check one: ( ) Sole Proprietor ( ) Partnership ( ) Corporation ( ) Other

Name of Bidder: \_\_\_\_\_

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

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

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

Contractor's License No.: \_\_\_\_\_

Class(es): \_\_\_\_\_

Expiration Date of Contractor's License \_\_\_\_\_

Social Security No. or Federal Employee ID No.: \_\_\_\_\_

I declare under penalty of perjury the above is true and correct.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

CORPORATE SEAL



**BIG BEAR VALLEY  
RECREATION AND PARK  
DISTRICT**

**F A S**

**SAMPLE CONTRACT**

**FOR OFFICIAL USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. SPD	A	Contract Number 09-_____	
Department		Dept.	Orgn.	Contractor's License No.		
County Service Area 20		200	200			
Contract Representative		Telephone		Total Contract Amount		
Greg Bacon, Sr. Project Manager		(909) 387-6076		\$		
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered		Contract Type		<input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:		
If not encumbered or revenue contract type, provide reason:						
Commodity Code 91400		Contract Start Date		Contract End Date		Amendment Amount
						\$
Fund CRQ	Dept. 620	Organization 620	Appr. 410	Obj/Rev Source 4010	GRC/PROJ/JOB No 2008048	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name BBVR&P			Estimated Payment Total by Fiscal Year			
Erwin Ranch Soccer Complex			FY 08/09	Amount	I/D	
Soccer Field Improvements						

THIS CONTRACT is entered into in the State of California, County of San Bernardino by and between Big Bear Valley Recreation and Park District hereinafter called the District, and

Name

Address

hereinafter called CONTRACTOR

Telephone

Federal ID No. or Social Security No.

Fax

**IT IS HEREBY AGREED AS FOLLOWS:**

**I.**

The complete contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids (Project No.2008048) dated March 6, 2009.
- B. Bid Specifications titled "Erwin Ranch Soccer Field Improvements"
- C. Bidder's proposal dated: April 3, 2009 (Attachment A1-A3).
- D. Drawings Entitled "Erwin Ranch Soccer Fields"
- E. Addendum No. 1 dated: \_\_\_\_\_
- F. Certified copy of the Record of Action of the Board of Directors, on behalf of Big Bear Valley Recreation and Park District

And they are included in their entirety as a part of this contract by reference thereto.

**II.**

The Contractor agrees to supply and provide all labor, materials, equipment, and warranties as set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of:

**BID PROPOSAL:**

**TOTAL BASE BID: (Items 1-5).....\$**\_\_\_\_\_

**ADDITIVE ALTERNATE BID ITEM (A OR B).....\$**\_\_\_\_\_

**GRAND TOTAL BID.....\$**\_\_\_\_\_

**III.**

Contractor will furnish a payment bond and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to the Board of Directors within ten (10) calendar days of the contract award. Said bonds shall be in effect through the completion of the project plus 35 days after Notice of Completion filing. A 1-year Maintenance Bond of 10% of the total contract price will be required at the time the project is completed and the Notice of Completion filing. Maintenance Bond will be in effect for 1 year following completion.

**IV.**

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

**Indemnification** - The Contractor agrees to indemnify, defend (with counsel reasonably approved by the District) and hold harmless the County, the District, and their authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The contractor's indemnification obligation applies to the Indemnitees "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

**Insurance** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

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- **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury, and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- **Subcontractor Insurance Requirements**

The Contractor hereby agrees to require that all parties or subcontractors, including any architects or others it hires or contracts related to the performance of this agreement to provide insurance covering the contracted for operations containing the contract requirements in Section IV (including waivers of subrogation) and naming the District and/or County as additional insured. The Contractor shall agree to monitor and review all such coverage and shall assume all responsibility that all coverage shall be provided as required.

- **Course of Construction/Installation of Property Insurance (Builders Risk)** – Contractor shall provide this property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

**Additional Insured** - All policies, except for the Workers Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County, the District, and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the District to vicarious liability but shall allow coverage for the District and County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**Waiver of Subrogation Rights** – Except for Errors and Omissions and Professional Liability, Contractor shall require the carriers of the above-required coverage to waive all rights of subrogation against the County, District, and their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the rights of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County and District.

**Policies Primary and Non-Contributory** - All policies above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County and/or District.



Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County and/or the District or between the County and/or District and any other insured or additional insured under the policy.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the District administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District; and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services.

Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the District has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the District will be promptly reimbursed by the Contractor or District payments to the Contractor will be reduced to pay for District purchased insurance.

Insurance Review - Insurance requirements are subject to periodic review by the District and County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District and/or County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District and/or County, inflation, or any other item reasonably related to the District's and/or County's risks.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on the part of the District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the District or County.

## V.

The District agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the sum of \_\_\_\_\_ (\$00,000.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the contract at time of completion. Final payment will be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the governing board of County Service Area 20, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.



## VI.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he will be required to secure the payment of compensation to his employees.

The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

## VII.

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed issued by the District to begin the work and shall complete it within thirty (30) calendar days.

## VIII.

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Contractor agrees to comply with the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the American Disabilities Act.

Contractor agrees to comply and certify compliance with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et sec.

## IX.

**Former County Officials** - Contractor agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Contractor. The information provided should include a list of former county administrative officials who terminated their county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Employee Classification Group, Management Unit or Safety Management Unit.

## X.

**Inaccuracies or Misrepresentations** - If during the course of the administration of this agreement, the District determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this contract may be immediately terminated. If this contract is terminated according to this provision, the District is entitled to pursue any available legal remedies.

## XI.

**Payment by Electronic Fund Transfer** - Contractor shall accept all payments from the District via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the District required to process EFT payments.

## XII.

The Contractor hereby agrees to reimburse the District for costs incurred by the awarding authority in the substitution of subcontractors.

Where a hearing is held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Director of the Special Districts Department or his/her designee shall prepare and certify a statement of all costs incurred by the District for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Special Districts Department, or his/her designee.

The statement shall then be sent to the general contractor, who shall reimburse the District for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the project.

## XIII.

This contract is delivered by \_\_\_\_\_, Contractor, to District for acceptance by its Governing Board at San Bernardino, California, and is deemed to have been entered into at San Bernardino.

**IN WITNESS WHEREOF**, the Board of Directors acting as the governing body of Big Bear Valley Recreation and Park District has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

### BIG BEAR VALLEY RECREATION AND PARK DISTRICT

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

►  
Gary C. Ovitt, Chairman, Board of Directors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Dena M. Smith, Secretary

By \_\_\_\_\_  
Deputy

Approved as to Legal Form

►  
sel

Date \_\_\_\_\_

Rev 080307

Reviewed by Contract Compliance

►

Date \_\_\_\_\_

Presented to Board for Signature

►  
Department Head

Date \_\_\_\_\_



FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

\_\_\_\_\_, hereinafter called principal and, (Corporation, Partnership, or Individual)

Name of Surety: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

hereinafter called surety, are held and firmly bound unto **Big Bear Valley Recreation and Park District** hereinafter called **District** in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain Contract with the District, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: "ERWIN RANCH SOCCER FIELD IMPROVEMENTS PROJECT".

**NOW, THEREFORE**, if the principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the District, with or without notice to the surety and during the one year guarantee period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless and District from all costs and damages which they may suffer by reason of failure to do so, and shall reimburse and repay the District all outlay and expense which the District may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED FURTHER**, that said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on the 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 to the Specifications.

NOTE: The Contractor may use this form or the standard form of a bonding agent.

**IN WITNESS WHEREOF**, this instrument is executed in (number) \_\_\_\_\_  
counterparts, one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

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

Principal Secretary: \_\_\_\_\_

(SEAL)

(Witness as to Principal) \_\_\_\_\_

Address \_\_\_\_\_

(Surety) \_\_\_\_\_

Address \_\_\_\_\_

**ATTEST:**

(Surety Secretary) \_\_\_\_\_

(SEAL)

(Witness as to Surety) \_\_\_\_\_

Address \_\_\_\_\_

By (Attorney-in-fact) \_\_\_\_\_

Address \_\_\_\_\_

NOTE: Date of bond must not be prior to date of Contract. If contractor is a partnership, all partners should execute Bond.



PROJECT #: 2008048

## MAINTENANCE BOND

### KNOW ALL MEN BY THESE PRESENTS THAT:

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

\_\_\_\_\_, hereinafter called principal and, (Corporation, Partnership, or Individual)

Name of Surety: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

hereinafter called surety, are held and firmly bound unto **Big Bear Valley Recreation and Park District**, hereinafter called **District** in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain Contract with the District, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: "ERWIN RANCH SOCCER FIELD IMPROVEMENTS PROJECT".

**WHEREAS**, said Contract provides that the principal will furnish a bond conditioned to guarantee for the period of one year after approval of the final estimate on said job, by the District, against all defects in workmanship and materials which may become apparent during said period; and,

**WHEREAS**, the said Contract has been completed, and was approved on \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if within one year from the date of approval of the said Contract, the work done under the terms of said Contract shall disclose poor workmanship in the execution of said work, and the carrying out of the terms of said Contract, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

Singed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
(Principal)

NOTE: The contractor may use this form or the standard from of a bonding agent.

PROJECT #: 2008048

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

\_\_\_\_\_, hereinafter called principal and, (Corporation, Partnership, or Individual)

Name of Surety: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

hereinafter called surety, are held and firmly bound unto **Big Bear Valley Recreation and Park District**, hereinafter called **District** in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain Contract with the District, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: "ERWIN RANCH SOCCER FIELD IMPROVEMENTS PROJECT".

**NOW, THEREFORE**, if the principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts used for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect is obligation of this Bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the term of the Contract or to the work.

NOTE: The contractor may use this form or the standard form of bonding agent.



IN WITNESS WHEREOF, this instrument is executed in (number) \_\_\_\_\_  
counterparts, one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

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

Principal Secretary: \_\_\_\_\_

(SEAL)

(Witness as to Principal) \_\_\_\_\_

Address \_\_\_\_\_

(Surety) \_\_\_\_\_

Address \_\_\_\_\_

**ATTEST:**

(Surety Secretary) \_\_\_\_\_

(SEAL)

(Witness as to Surety) \_\_\_\_\_

Address \_\_\_\_\_

By (Attorney-in-fact) \_\_\_\_\_

Address \_\_\_\_\_

NOTE: Date of bond must not be prior to date of Contract. If contractor is a partnership, all partners should execute Bond.

**NONCOLLUSION AFFIDAVIT  
TO BE EXECUTED BY EACH  
AWARDEE OF PRINCIPAL CONTRACT**

STATE OF CALIFORNIA

)

)ss

COUNTY OF SAN BERNARDINO

)

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is (Sole District, a partner, president, secretary)\_\_\_\_\_ of \_\_\_\_\_ the party submitting a bid for the Contract covering the construction of "ERWIN RANCH SOCCER FIELD IMPROVEMENTS PROJECT" that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not conclusive or sham; that said 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, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly submitted the bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in general business.



Notwithstanding Section 17610 of the Government Code, if the Commission on State Mandates determines that this action contains costs for those costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500 of Division 4 of Title 2 of the Government Code.

If the statewide cost of the claim for reimbursement does not exceed five hundred thousand dollars (\$500,000), reimbursement shall be made from the State Mandates Claim Fund.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Seal of Notary

\_\_\_\_\_  
Notary Public

**NONCOLLUSION AFFIDAVIT  
EXECUTED BY EACH  
AWARDEE OF A SUBCONTRACT**

STATE OF CALIFORNIA

)

)ss

COUNTY OF SAN BERNARDINO

)

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is (Sole District, a partner, president, secretary)\_\_\_\_\_ of \_\_\_\_\_ the party submitting a bid for the Contract covering the construction of "ERWIN RANCH SOCCER FIELD IMPROVEMENTS PROJECT" that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not conclusive or sham; that said 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, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly submitted the bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in general business.

The provisions of this affidavit shall not be held as disqualifying a person, firm, or corporation who has submitted a sub-proposal to one bidder from submitting separate sub-proposals or quoting prices for materials or work to other bidders.



Notwithstanding Section 17610 of the Government Code, if the Commission on State Mandates determines that this action contains costs for those costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500 of Division 4 of Title 2 of the Government Code).

If the statewide cost of the claim for reimbursement does not exceed five hundred thousand dollars (\$500,000), reimbursement shall be made from the State Mandates Claim Fund.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Seal of Notary

\_\_\_\_\_  
Notary Public

## CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE

This is to certify that \_\_\_\_\_ (hereinafter the "undersigned") declares to the Big Bear Valley Recreation and Park District (District), under oath, that it has paid in full for all materials, supplies, labor, services, tools, equipment, and all other bills contracted for by the undersigned or by any of the undersigned's agents, employees, or subcontractors used or in contribution to the execution of its Contract with County Service Area 20 with regards to the construction, improvements or repair of that certain work improvement know as "Erwin Ranch Soccer Field Improvements" project situated in the unincorporated community of Erwin Ranch/Big Bear City, County of San Bernardino, State of California, more particularly described as follows: Site grading, fencing, incorporating soil amendments and sod on three soccer fields on the south side of Lakewood Road.

The undersigned declares that it knows of no unpaid debts or claims arising out of said Contract that would constitute grounds for any third party to claim a stop notice of any unpaid sums owing to the undersigned.

Further, for valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby fully release and acquit the District and all agents and employees of the District, and each of them, from any and all claims, debts, demands, or causes of actions which exist or might exist in favor of the undersigned by reason of the Contract executed between the undersigned and the District or which relate in any way to the work performed by the undersigned with regard to the above reference construction project.

Further, the undersigned expressly acknowledges its awareness of and waives the benefits of 1542 of the Civil Code of the State of California which provides: "A general release does not extend to claims which the credit does not know or suspect to exist in his favor at the time of executing the release, which if know by him, must have materially effected his settlement with the debtor."

The release is intended to be full and general release of any and all claims which the undersigned now has, or may in the future have, against the District and/or its agents and employees with regard to any matter arising from the construction of the above referenced project or the Contract between the District and the contractor with respect thereto whether such claims are now known or unknown or are suspected or unsuspected.

Dated: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

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



DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director

455 Golden Gate Avenue, 10<sup>th</sup> Floor

San Francisco, CA 94102

Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



February 22, 2009

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR  
THE SOUTHERN CALIFORNIA AND SAN DIEGO  
LANDSCAPE/IRRIGATION LABORER/TENDERS'  
GENERAL PREVAILING WAGE DETERMINATIONS**

The classifications and types of work listed below, as identified in the Laborers' 2008-2012 Landscape Master Agreement by and between the Southern California District Council of Laborers and Valley Crest Landscape Development, Inc., have not been published or recognized by the Department of Industrial Relations in the February 22, 2009 issuance of the Southern California and San Diego Landscape/Irrigation Laborer/Tenders' general determinations, SC-102-X-14-2009-1 and SD-102-X-14-2009-1. The rates associated with these unrecognized classifications and types of work **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications and types of work have not been adopted for public works

projects: Classifications

- Landscape/Irrigation Equipment Operator
- Landscape/Irrigation Truck Driver

Types of Work

- The operation of horizontal directional drills, including operation of drill and electronic tracking device (locator) and related work.
- Installation and cutting of pavers and paving stones.
- Operation of pilot trucks.
- \*The operation of all landscape/irrigation equipment and landscape/irrigation trucks.

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\* This shall include all of the classifications listed in the prevailing wage determinations for Landscape Operating Engineer (SC-63-12-33-2009-1), Operating Engineers (SC-23-63-2-2008-2 and SD-23-63-3-2009-1), and Teamster (SC-23-261-2-2008-1 and SD-23-261-3-2008-1) in all the Southern California counties, including San Diego County.

DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



July 1, 2008

**IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES  
REGARDING THE PREVAILING WAGE  
APPRENTICE SCHEDULES/APPRENTICE WAGE RATES**

Effective July 1, 2008, the determination, issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards.

To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.



DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



December 27, 2007

**IMPORTANT NOTICE  
TO AWARDING BODIES AND INTERESTED PARTIES  
REGARDING  
THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE**

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

Effective on January 1, 2008, the minimum wage in California will increase to eight dollars (\$8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director  
455 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, CA 94102  
Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



**IMPORTANT NOTICE TO  
AWARDING BODIES AND INTERESTED PARTIES  
REGARDING  
THE DEPARTMENT'S DECISION TO DISCONTINUE THE USE  
OF PRECEDENT DETERMINATIONS**

"As part of the Department of Industrial Relations' ("DIR") continuing review of Office of Administrative Law determinations and Governor Schwarzenegger's Executive Order S-2-03, the Division of Labor Statistics and Research ("DLSR") will no longer rely on Government Code section 11425.60 and will no longer designate public works coverage determinations as "precedential." The determinations should be considered advice letters directed to specific individuals or entities about whether a specific project or type of work is public work subject to prevailing wage requirements. DLSR is in the process of redesigning the web page for public works coverage determinations but, in the interim, will leave previously posted determinations on the website as a source of information for the public until the replacement web page is available.

Posted public works coverage determination letters provide an ongoing advisory service only. The letters present the Director of DIR's interpretation of statutes, regulations and court decisions on public works and prevailing wage coverage issues and provide advice current only as of the date each letter is issued. In attempting to relate this advice to your own matter, care must be taken to ensure that the advice has not been superseded by subsequent legislative or administrative action or court decisions. Where there is an inconsistency between a statute, regulation or court decision and a public works coverage determination letter, statutory, regulatory or case law is controlling."



DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



May 10, 2007

**IMPORTANT NOTICE  
TO AWARDING BODIES AND INTERESTED PARTIES  
REGARDING OVERTIME ON PUBLIC WORKS**

The Department has received several inquiries regarding whether it would be appropriate to refer to the contract provisions for a craft, classification, or type of worker in cases where the prevailing wage is based on a collective bargaining agreement to determine the overtime requirements for public works.

Contract provisions that allow for employees to work alternative workweek schedules in which they may work more than 8 hours per day without overtime pay do not apply to work performed on public works. The laws and regulations governing prevailing wages require that employees of contractors on public works be paid not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours per day and 40 hours during any one week. In addition, overtime compensation may be required at a higher rate than 1-1/2 times the basic rate of pay, for less than 40 hours in a standard workweek, or for less than 8 hours in a calendar workday as specified in the prevailing wage determination. Contractors are required to pay overtime pursuant to Labor Code sections 1810-1815 and as indicated in the prevailing wage determination. Therefore, please refer to Labor Code sections 1810-1815 and the prevailing wage determination and not the contract provisions for each particular craft, classification, or type of worker to obtain the applicable requirements for overtime hours and rates of pay.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: FENCE BUILDER (CARPENTER)**

**DETERMINATION:** SC-23-31-20-2005-1

**ISSUE DATE:** August 22, 2005

**EXPIRATION DATE OF DETERMINATION:** June 30, 2006\* Effective until superseded by a new determination issued by the Department of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for new rates after 10 ten days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training and Other	Hours	Total Hourly Rate	Daily 1 1/2X <sup>b</sup>	Saturday <sup>a</sup> 2X	Sunday and Holiday 1 1/2X
Fence Builder	\$27.07	3.95	\$1.11	\$2.01	\$0.21	8	\$34.35	\$47.885	\$61.42	\$47.885

<sup>a</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather, or reasons beyond the control of the employer.

<sup>b</sup> Rate applies to the first 4 overtime hours.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #OPERATING ENGINEER**

**DETERMINATION:** SC-23-63-2-2008-2

**ISSUE DATE:** August 22, 2008

**EXPIRATION DATE OF DETERMINATION:** June 30, 2009\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate			
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c )	Saturday (d)	Sunday/ Holiday	
Classification Groups (b)										1 1/2X	1 1/2X	2X
Group 1	\$35.28	7.95	5.05	2.82	0.65	0.17	8	\$51.920	\$69.560	\$69.560	\$87.200	
Group 2	36.06	7.95	5.05	2.82	0.65	0.17	8	\$52.700	\$70.730	\$70.730	\$88.760	
Group 3	36.35	7.95	5.05	2.82	0.65	0.17	8	\$52.990	\$71.165	\$71.165	\$89.340	
Group 4	37.84	7.95	5.05	2.82	0.65	0.17	8	\$54.480	\$73.400	\$73.400	\$92.320	
Group 6	38.06	7.95	5.05	2.82	0.65	0.17	8	\$54.700	\$73.730	\$73.730	\$92.760	
Group 8	38.17	7.95	5.05	2.82	0.65	0.17	8	\$54.810	\$73.895	\$73.895	\$92.980	
Group 10	38.29	7.95	5.05	2.82	0.65	0.17	8	\$54.930	\$74.075	\$74.075	\$93.220	
Group 12	38.46	7.95	5.05	2.82	0.65	0.17	8	\$55.100	\$74.330	\$74.330	\$93.560	
Group 13	38.56	7.95	5.05	2.82	0.65	0.17	8	\$55.200	\$74.480	\$74.480	\$93.760	
Group 14	38.59	7.95	5.05	2.82	0.65	0.17	8	\$55.230	\$74.525	\$74.525	\$93.820	
Group 15	38.67	7.95	5.05	2.82	0.65	0.17	8	\$55.310	\$74.645	\$74.645	\$93.980	
Group 16	38.79	7.95	5.05	2.82	0.65	0.17	8	\$55.430	\$74.825	\$74.825	\$94.220	
Group 17	38.96	7.95	5.05	2.82	0.65	0.17	8	\$55.600	\$75.080	\$75.080	\$94.560	
Group 18	39.06	7.95	5.05	2.82	0.65	0.17	8	\$55.700	\$75.230	\$75.230	\$94.760	
Group 19	39.17	7.95	5.05	2.82	0.65	0.17	8	\$55.810	\$75.395	\$75.395	\$94.980	
Group 20	39.29	7.95	5.05	2.82	0.65	0.17	8	\$55.930	\$75.575	\$75.575	\$95.220	
Group 21	39.46	7.95	5.05	2.82	0.65	0.17	8	\$56.100	\$75.830	\$75.830	\$95.560	
Group 22	39.56	7.95	5.05	2.82	0.65	0.17	8	\$56.200	\$75.980	\$75.980	\$95.760	
Group 23	39.67	7.95	5.05	2.82	0.65	0.17	8	\$56.310	\$76.145	\$76.145	\$95.980	
Group 24	39.79	7.95	5.05	2.82	0.65	0.17	8	\$56.430	\$76.325	\$76.325	\$96.220	
Group 25	39.96	7.95	5.05	2.82	0.65	0.17	8	\$56.600	\$76.580	\$76.580	\$96.560	

# Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

\* Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see pages 8 and 9.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

**NOTE:** For Special Shift and Multi-Shift, see pages 9A and 9B.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774. You may obtain the Travel and/or subsistence provisions for the current determinations on the Internet <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**DETERMINATION: SC-23-63-2-2008-2**

**CLASSIFICATIONS:**

**GROUP 1**

Bargeman  
Brakeman  
Compressor Operator  
Ditchwitch, with seat or similar type equipment  
Elevator Operator - Inside  
Engineer Oiler  
Forklift Operator (includes load, full or similar types - under 5 tons)  
Generator Operator  
Generator, Pump or Compressor Plant Operator  
Heavy Duty Repairman Helper  
Pump Operator  
Signalman  
Switchman

**GROUP 2**

Asphalt-Rubber Plant Operator (Nurse Tank Operator)  
Concrete Mixer Operator - Skip Type  
Conveyor Operator  
Fireman  
Forklift Operator (includes load, full or similar types - over 5 tons)  
Hydrostatic Pump Operator  
Oiler Crusher (Asphalt or Concrete Plant)  
Petromat Laydown Machine  
RJU Side Dump Jack  
Rotary Drill Helper (Oilfield)  
Screening and Conveyor Machine Operator (or similar types)  
Skiploader (Wheel type up to 3/4 yd. without attachment)  
Tar Pot Fireman  
Temporary Heating Plant Operator  
Trenching Machine Oiler

**GROUP 3**

Asphalt Rubber Blend Operator  
Bobcat or similar type (Skid Steer)  
Equipment Greaser (rack)  
Ford Ferguson (with dragtype attachments)  
Helicopter Radioman (ground)  
Stationary Pipe Wrapping and Cleaning Machine Operator

**GROUP 4**

Asphalt Plant Fireman  
Backhoe Operator (mini-max or similar type)  
Boring Machine Operator  
Boring System Electronic Tracking Locator  
Boxman or Mixerman (asphalt or concrete)  
Chip Spreading Machine Operator  
Concrete Cleaning Decontamination Machine Operator  
Concrete Pump Operator (small portable)  
Drilling Machine Operator, Small Auger types (Texoma Super Economat, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30 maximum)  
Equipment Greaser (grease truck)  
Excavator Track/Rubber-Tired (Operating weight under 21,000 lbs)  
Guard Rail Post Driver Operator  
Highline Cableway Signalman  
Hydra-Hammer-Aero Stomper  
Micro Tunneling Operator (above ground tunnel)  
Power Concrete Curing Machine Operator  
Power Concrete Saw Operator  
Power - Driver Jumbo Form Setter Operator  
Power Sweeper Operator  
Rock Wheel Saw/Trencher  
Roller Operator (compacting)  
Screed Operator (asphalt or concrete)  
Trenching Machine Operator (up to 6 ft.)  
Vacuum or Muck Truck

**GROUP 5 (for multi-shift rate, see page 9B)**

Equipment Greaser (Grease Truck/Multi-Shift)

**GROUP 6**

Articulating Material Hauler  
Asphalt Plant Engineer  
Batch Plant Operator  
Bit Sharpener  
Concrete Joint Machine Operator (canal and similar type)  
Concrete Planer Operator  
Dandy Digger  
Deck Engine Operator  
Deck Engineer  
Derrickman (oilfield type)

Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum)  
Drilling Machine Operator (including water wells)

Hydrographic Seeder Machine Operator (straw, pulp or seed)  
Jackson Track Maintainer, or similar type  
Kalamazoo Switch Tamper, or similar type  
Machine Tool Operator  
Maginnis Internal Full Slab Vibrator  
Mechanical Berm, Curb or Gutter (concrete or asphalt)  
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)  
Micro Tunnel System Operator (below ground)  
Pavement Breaker Operator  
Road Oil Mixing Machine Operator  
Roller Operator (asphalt or finish)  
Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)  
Self-Propelled Tar Pipelining Machine Operator  
Skiploader Operator (crawler and wheel type, over 3/4 yds. and up to and including 1 1/2 yds. struck)  
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)  
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 H.P. flywheel and similar types, up to and including D-5 and similar types)  
Tugger Hoist Operator (1 drum)  
Ultra High Pressure Waterjet Cutting Tool System Operator  
Vacuum Blasting Machine Operator  
Volume Mixer Operator  
Welder - General

**GROUP 7 (for multi-shift rate, see page 9B)**

Welder - General (Multi-Shift)

**GROUP 8**

Asphalt or Concrete Spreading Operator (tamping or finishing)  
Asphalt Paving Machine Operator (barber green or similar type)  
Asphalt-Rubber Distributor Operator  
Backhoe Operator (up to and including 3/4 yds.) small ford, case or similar  
Backhoe Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)  
Cast in Place Pipe Laying Machine Operator  
Combination Mixer and Compressor Operator (gunite work)  
Compactor Operator - Self Propelled  
Concrete Mixer Operator - Paving  
Crushing Plant Operator  
Drill Doctor  
Drilling Machine Operator, Bucket or Auger types (Calweld 150 bucket or similar types - Watson 1500, 2000, 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum)  
Elevating Grader Operator  
Excavator Track/Rubber-Tired (Operating Weight 21,000 lbs - 100,000 lbs)  
Global Positioning System/GPS (or Technician)  
Grade Checker  
Gradall Operator  
Grouting Machine Operator  
Heavy Duty Repairman/Pump Installer  
Heavy Equipment Robotics Operator  
Kalamazoo Balliste Regulator or similar type  
Kolman Belt Loader and similar type  
Le Tourneau Blob Compactor or similar type  
Loader Operator (Athey, Euclid, Sierra and similar types)  
Master Environmental Maintenance Mechanic  
Mobark Chipper or similar types  
Ozzie Padder or similar types  
P.C. 490 Slot Saw  
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)  
Pumcrete Gun Operator  
Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information regarding this classification)  
Rotary Drill Operator (excluding caisson type)  
Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, atthey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)  
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)  
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)  
Self-Propelled Curb and Gutter Machine Operator  
Shuttle Buggy  
Skiploader Operator (crawler and wheel type over 1 1/2 yds. up to and including 6 1/2 yds.)  
Soil Remediation Plant Operator (CMI, Envirotech or Similar)  
Soil Stabilizer and Reclaimer (WR-2400)  
Somero SXP Laser Screed  
Surface Heaters and Planer Operator  
Tractor Compressor Drill Combination Operator  
Tractor Operator (any type larger than D-5 - 100 flywheel H.P. and over, or similar - bulldozer, tamper, scraper and push tractor, single engine)  
Tractor Operator (boom attachments)  
Traveling Pipe Wrapping, Cleaning and Bonding Machine Operator  
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)  
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating - Oiler or Journeyman Trainee required)  
Ultra High Pressure Waterjet Cutting Tool System Mechanic  
Water Pull (compaction)



**DETERMINATION: SC-23-63-2-2008-2**

**GROUP 9 (for multi-shift rate, see page 9B)**

Heavy Duty Repairman (Multi-Shift)

**GROUP 10**

Backhoe Operator (over 5 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol - Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type - except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar - over 25 yds. and up to 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6 1/2 yds.)

Welder - Certified

Woods Mixer Operator (and similar pugmill equipment)

**GROUP 11 (for multi-shift rate, see page 9B)**

Heavy Duty Repairman - Welder Combination (Multi-Shift)

Welder - Certified (Multi-Shift)

**GROUP 12**

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes super duty, auger 200 or similar types - drilling depth of 175' maximum)

Excavator Track/Rubber Tired (Operating Weight 100,000 lbs. - 200,000 lbs)

Hoe Ram or similar with compressor

Mass Excavator Operator - less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-auger type self-loading - two (2) or more units)

**GROUP 13**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

**GROUP 14**

Canal Liner Operator

Canal Trimmer Operator

Remote Controlled Earth Moving Operator (\$1.00 per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour)

**GROUP 15**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, caterpillar, euclid, atthey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

**GROUP 16**

Excavator Track/Rubber Tired (Operating Weight exceeding 200,000 lbs.)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar, over 25 yds. and up to 50 yds. struck)

**MISCELLANEOUS PROVISIONS:**

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive twenty-five cents (50¢) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published on pages 13 and 14 of the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

**GROUP 17**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

**GROUP 18**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

**GROUP 19**

Rotex Concrete Belt Operator

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - single engine, caterpillar, euclid, atthey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engines, up to and including 25 yds. struck)

**GROUP 20**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types)

**GROUP 21**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

**GROUP 22**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

**GROUP 23**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, atthey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

**GROUP 24**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

**GROUP 25**

Concrete Pump Operator-Truck Mounted

Pedestal Concrete Pump Operator

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. yds. struck)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #OPERATING ENGINEER (Special Shift)**

**DETERMINATION:** SC-23-63-2-2008-2

**ISSUE DATE:** August 22, 2008

**EXPIRATION DATE OF DETERMINATION:** June 30, 2009\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight - Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$35.78	7.95	5.05	2.82	0.65	0.17	8	\$52.420	\$70.310	\$70.310	\$88.200
Group 2	36.56	7.95	5.05	2.82	0.65	0.17	8	\$53.200	\$71.480	\$71.480	\$89.760
Group 3	36.85	7.95	5.05	2.82	0.65	0.17	8	\$53.490	\$71.915	\$71.915	\$90.340
Group 4	38.34	7.95	5.05	2.82	0.65	0.17	8	\$54.980	\$74.150	\$74.150	\$93.320
Group 6	38.56	7.95	5.05	2.82	0.65	0.17	8	\$55.200	\$74.480	\$74.480	\$93.760
Group 8	38.67	7.95	5.05	2.82	0.65	0.17	8	\$55.310	\$74.645	\$74.645	\$93.980
Group 10	38.79	7.95	5.05	2.82	0.65	0.17	8	\$55.430	\$74.825	\$74.825	\$94.220
Group 12	38.96	7.95	5.05	2.82	0.65	0.17	8	\$55.600	\$75.080	\$75.080	\$94.560
Group 13	39.06	7.95	5.05	2.82	0.65	0.17	8	\$55.700	\$75.230	\$75.230	\$94.760
Group 14	39.09	7.95	5.05	2.82	0.65	0.17	8	\$55.730	\$75.275	\$75.275	\$94.820
Group 15	39.17	7.95	5.05	2.82	0.65	0.17	8	\$55.810	\$75.395	\$75.395	\$94.980
Group 16	39.29	7.95	5.05	2.82	0.65	0.17	8	\$55.930	\$75.575	\$75.575	\$95.220
Group 17	39.46	7.95	5.05	2.82	0.65	0.17	8	\$56.100	\$75.830	\$75.830	\$95.560
Group 18	39.56	7.95	5.05	2.82	0.65	0.17	8	\$56.200	\$75.980	\$75.980	\$95.760
Group 19	39.67	7.95	5.05	2.82	0.65	0.17	8	\$56.310	\$76.145	\$76.145	\$95.980
Group 20	39.79	7.95	5.05	2.82	0.65	0.17	8	\$56.430	\$76.325	\$76.325	\$96.220
Group 21	39.96	7.95	5.05	2.82	0.65	0.17	8	\$56.600	\$76.580	\$76.580	\$96.560
Group 22	40.06	7.95	5.05	2.82	0.65	0.17	8	\$56.700	\$76.730	\$76.730	\$96.760
Group 23	40.17	7.95	5.05	2.82	0.65	0.17	8	\$56.810	\$76.895	\$76.895	\$96.980
Group 24	40.29	7.95	5.05	2.82	0.65	0.17	8	\$56.930	\$77.075	\$77.075	\$97.220
Group 25	40.46	7.95	5.05	2.82	0.65	0.17	8	\$57.100	\$77.330	\$77.330	\$97.560

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\* Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see pages 8 and 9.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774. You may obtain the Travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #OPERATING ENGINEER (Multi-Shift)**

**DETERMINATION:** SC-23-63-2-2008-2

**ISSUE DATE:** August 22, 2008

**EXPIRATION DATE OF DETERMINATION:** June 30, 2009\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours (e)	Total Hourly Rate	Daily	Saturday (d)	Sunday/ Holiday
									(c)		
								1 1/2X	1 1/2X	2X	
Classification Groups (b)											
Group 1	\$36.28	7.95	5.05	2.82	0.65	0.17	8	\$52.920	\$71.060	\$71.060	\$89.200
Group 2	37.06	7.95	5.05	2.82	0.65	0.17	8	\$53.700	\$72.230	\$72.230	\$90.760
Group 3	37.35	7.95	5.05	2.82	0.65	0.17	8	\$53.990	\$72.665	\$72.665	\$91.340
Group 4	38.84	7.95	5.05	2.82	0.65	0.17	8	\$55.480	\$74.900	\$74.900	\$94.320
Group 5	38.94	7.95	5.05	2.82	0.65	0.17	8	\$55.580	\$75.050	\$75.050	\$94.520
Group 6	39.06	7.95	5.05	2.82	0.65	0.17	8	\$55.700	\$75.230	\$75.230	\$94.760
Group 7	39.16	7.95	5.05	2.82	0.65	0.17	8	\$55.800	\$75.380	\$75.380	\$94.960
Group 8	39.17	7.95	5.05	2.82	0.65	0.17	8	\$55.810	\$75.395	\$75.395	\$94.980
Group 9	39.27	7.95	5.05	2.82	0.65	0.17	8	\$55.910	\$75.545	\$75.545	\$95.180
Group 10	39.29	7.95	5.05	2.82	0.65	0.17	8	\$55.930	\$75.575	\$75.575	\$95.220
Group 11	39.39	7.95	5.05	2.82	0.65	0.17	8	\$56.030	\$75.725	\$75.725	\$95.420
Group 12	39.46	7.95	5.05	2.82	0.65	0.17	8	\$56.100	\$75.830	\$75.830	\$95.560
Group 13	39.56	7.95	5.05	2.82	0.65	0.17	8	\$56.200	\$75.980	\$75.980	\$95.760
Group 14	39.59	7.95	5.05	2.82	0.65	0.17	8	\$56.230	\$76.025	\$76.025	\$95.820
Group 15	39.67	7.95	5.05	2.82	0.65	0.17	8	\$56.310	\$76.145	\$76.145	\$95.980
Group 16	39.79	7.95	5.05	2.82	0.65	0.17	8	\$56.430	\$76.325	\$76.325	\$96.220
Group 17	39.96	7.95	5.05	2.82	0.65	0.17	8	\$56.600	\$76.580	\$76.580	\$96.560
Group 18	40.06	7.95	5.05	2.82	0.65	0.17	8	\$56.700	\$76.730	\$76.730	\$96.760
Group 19	40.17	7.95	5.05	2.82	0.65	0.17	8	\$56.810	\$76.895	\$76.895	\$96.980
Group 20	40.29	7.95	5.05	2.82	0.65	0.17	8	\$56.930	\$77.075	\$77.075	\$97.220
Group 21	40.46	7.95	5.05	2.82	0.65	0.17	8	\$57.100	\$77.330	\$77.330	\$97.560
Group 22	40.56	7.95	5.05	2.82	0.65	0.17	8	\$57.200	\$77.480	\$77.480	\$97.760
Group 23	40.67	7.95	5.05	2.82	0.65	0.17	8	\$57.310	\$77.645	\$77.645	\$97.980
Group 24	40.79	7.95	5.05	2.82	0.65	0.17	8	\$57.430	\$77.825	\$77.825	\$98.220
Group 25	40.96	7.95	5.05	2.82	0.65	0.17	8	\$57.600	\$78.080	\$78.080	\$98.560

# Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

\* Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see pages 8 and 9.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>e</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774. You may obtain the Travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # LANDSCAPE OPERATING ENGINEER**

**DETERMINATION:** SC-63-12-33-2009-1

**ISSUE DATE:** February 22, 2009

**EXPIRATION DATE OF DETERMINATION:** September 30, 2009\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts into now. Contact the Division of Labor Statistics and Research at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (JOURNEYPERSON)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily	Sunday	Holiday
									1 1/2X	2X	3X
<u>Landscape Operating Engineer</u>											
Backhoe Operators											
Forklifts-Tree Planting Equipment (jobsite)											
HDR Welder-Landscape, Irrigation, Operating Engineers' Equipment											
Roller Operators											
Rubber-tired & Track Earthmoving Equipment											
Skiploader Operators											
Trencher-31 horsepower and up	\$28.64	7.95	5.05	<sup>a</sup> 2.82	0.65	0.10	8	45.21	59.53 <sup>b</sup>	73.85	102.49 <sup>c</sup>

<sup>#</sup> Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount per hour worked for supplemental dues.

<sup>b</sup> Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

<sup>c</sup> All work performed on a dewatering operation on holidays and all other work on holidays except Labor Day and the 1st Saturday following the 1st Friday in the months of June and December is paid at Sunday rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #LABORER AND RELATED CLASSIFICATIONS**

**DETERMINATION:** SC-23-102-2-2008-1

**ISSUE DATE:** August 22, 2008

**EXPIRATION DATE OF DETERMINATION:** June 30, 2009\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday <sup>d</sup>	Training	Other Payment	Hours	Total Hourly Rate	Daily <sup>b</sup>	Saturday <sup>bc</sup>	Sunday and Holiday
									1 1/2X	1 1/2X	
CLASSIFICATION GROUPS											
Group 1	\$26.33	4.26	5.25	3.60	0.64	0.34	8	40.42	53.585	53.585	66.75
Group 2	26.88	4.26	5.25	3.60	0.64	0.34	8	40.97	54.41	54.41	67.85
Group 3	27.43	4.26	5.25	3.60	0.64	0.34	8	41.52	55.235	55.235	68.95
Group 4	28.98	4.26	5.25	3.60	0.64	0.34	8	43.07	57.56	57.56	72.05
Group 5	29.33	4.26	5.25	3.60	0.64	0.34	8	43.42	58.085	58.085	72.75

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<sup>a</sup> For classification within each group, see page 14.

<sup>b</sup> Any hours worked over 12 hours in a single workday are double (2) time.

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

<sup>d</sup> Includes an amount per hour worked for supplemental dues

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

CLASSIFICATION GROUPS

**GROUP 1**

Asphalt-Rubber Material Loader  
Boring Machine Helper (Outside)  
Certified Confined Space Laborer  
Cleaning and Handling of Panel Forms  
Concrete Screeding for Rough Strike-Off  
Concrete, Water Curing  
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber  
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only  
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers  
Flagman  
Gas, Oil and/or Water Pipeline Laborer  
Laborer, General or Construction  
Laborer, General Cleanup  
Laborer, Jetting  
Laborer, Temporary Water and Air Lines  
Plugging, Filling of Shee-Bolt Holes; Dry Packing of concrete and Patching  
Post Hole Digger (Manual)  
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers  
Rigging and Signaling  
Scaler  
Slip Form Raisers  
Tarman and Mortar Man  
Tool Crib or Tool House Laborer  
Traffic Control by any method  
Water Well Driller Helper  
Window Cleaner  
Wire Mesh Pulling - All Concrete Pouring Operations

**GROUP 2**

Asphalt Shoveler  
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)  
Cesspool Digger and Installer  
Chucktender  
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks  
Concrete Curer-Impervious Membrane and Form Oiler  
Cutting Torch Operator (Demolition)  
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction  
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man  
Guinea Chaser  
Headerboard Man-Asphalt  
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt  
Laborer, Packing Rod Steel and Pans  
Membrane Vapor Barrier Installer  
Power Broom Sweepers (small)  
Riprap Stonepaver, placing stone or wet sacked concrete  
Roto Scraper and Tiller  
Sandblaster (Pot Tender)  
Septic Tank Digger and Installer (leadman)  
Tank Scaler and Cleaner

**GROUP 2 (continued)**

Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type  
Brush Shredders  
Underground Laborer, including Caisson Bellow

**GROUP 3**

Asphalt Installation of all fabrics  
Buggymobile Man  
Compactor (all types including Tampers, Barko, Wacker)  
Concrete Cutting Torch  
Concrete Pile Cutter  
Driller, Jackhammer, 2 1/2 ft. drill steel or longer  
Dri Pak-it Machine  
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out  
High Scaler (including drilling of same)  
Impact Wrench, Multi-Plate  
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials  
Laborer, Fence Builder  
Material Hoseman (Walls, Slabs, Floors and Decks)  
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work  
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services  
Power Post Hole Digger  
Rock Slinger  
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier  
Steel Headerboard Man and Guideline Setter  
Trenching Machine, Hand Propelled

**GROUP 4**

Any Worker Exposed to Raw Sewage  
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader  
Boxes (all types)  
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander  
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete  
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer  
Head Rock Slinger  
Laborer, Asphalt-Rubber Distributor Bootman  
Laser Beam in connection with Laborer's work  
Oversize Concrete Vibrator Operator, 70 pounds and over  
Pipelayer  
Prefabricated Manhole Installer  
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast  
Traffic Lane Closure, certified

**GROUP 5**

Blasters Powderman  
Driller  
Toxic Waste Removal  
Welding, certified or otherwise in connection with Laborers' work



**TECHNICAL  
SPECIFICATIONS  
FOR**

**BIG BEAR VALLEY RECREATION AND PARK DISTRICT  
ERWIN RANCH SOCCER COMPLEX – FIELD IMPROVEMENTS**

**AT**

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**2050 ERWIN RANCH ROAD  
BIG BEAR CITY, CA. 92314**

**COUNTY OF SAN BERNARDINO  
SPECIAL DISTRICTS DEPARTMENT**

**PROJECT NO. 2008048  
PROJECT ACCOUNT CODE: CRQ-620**

**SPECIAL DISTRICTS DEPARTMENT  
COUNTY OF SAN BERARDINO  
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**SPECIAL DISTRICT'S DEPARTMENT  
COUNTY OF SAN BERNARDINO  
TECHNICAL SPECIFICATIONS**

**SECTION 1.0**

**EARTHWORK**

**1.1**      **General**

Earthwork includes all plant labor, equipment, appliances and materials as required or necessary to clear, grub, excavate, trench, fill, backfill, and grade for the construction of all structures, pipe lines, ditches, embankments and graded areas as shown and specified.

**1.2**      **Obstructions**

All trees, shrubs, brush, including stumps and roots, fences, rocks, stones, debris and all obstructions of whatsoever kind or character. Whether natural or artificial, encountered in the construction of the work shall be removed unless otherwise specified on the construction plans or in the special conditions. Should contractor encounter any unexpected material or debris, contractor shall contact the District immediately to determine appropriate course of action.

In the course of earthwork outside of public rights of way or in easements, trees shall not be removed unless otherwise authorized in writing by the Engineer, and all fences, structures and landscaping which are removed or damaged by the Contractor shall be restored to their original or better condition at the Contractor's expense without any compensation therefore. Any damage done to private property by reason of work on easements shall be the responsibility of the Contractor.

Material that is removed as hereinabove specified, and is not to be incorporated in the improvement being constructed, shall be disposed of away from the construction site at Contractor's expense at an approved and lawful disposal site.

The Contractor's attention is directed to the possible existence of pipe and other underground improvements which may or may not be shown on the plans. All reasonable precautions shall be taken to preserve and protect any such improvements whether shown on the plans or not. Where it is necessary to remove and replace or to relocate such improvements in order to prosecute the work, they shall be removed, maintained and permanently replaced at no expense to the District.

**1.3**      **Earthwork in City, County, State and Railroad Rights of Way**

Earthwork within rights of way California department of Transportation (Caltrans), the County Road Department, or any City or other governmental agency having jurisdiction, shall be done in accordance with requirements and the provisions of the permits issued by those agencies for the construction within their respective rights of way.

Such requirements and provisions, where applicable, shall take precedence and supersede the provisions of these specifications. The requirement of these Technical Specifications shall be the minimum requirement.

#### 1.4 Safety Precautions

All excavations and grading shall be performed, protected and supported as required for safety and in the manner set forth in the operating rules, order of regulations prescribed in the Cal/OSHA program by the Division of Occupational Safety and Health (DOSH) of the State of California. Contractor shall protect his work area by setting up barriers, temporary fencing, or any other such approved devices to keep unauthorized personnel out and keep the area safe for the operations of the contractor.

#### 1.5 Excavated Materials

Arrangements for disposing of excess excavated material shall be made by the Contractor. Excavated material suitable for backfill shall be stored temporarily in such a manner as will facilitate work under the Contract.

#### 1.6 Clearing and Grubbing

Areas where construction is to be performed shall be cleared of all trees, shrubs, brush, rubbish, and other objectionable material of any kind which, if left in place, would interfere with the proper performance or completion of the contemplated work, would impair its subsequent use, or form obstructions therein. Trees and other natural growths outside the actual lines of construction operations shall not be destroyed and such measures as are necessary shall be taken by the Contractor for the protection thereof.

Organic material from clearing and grubbing operations will not be permitted for use as excavation backfill.

It shall be the Contractor's responsibility to remove and dispose of all excess material resulting from clearing and grubbing operations at his/her own expense. The Contractor shall make his/her own arrangement for disposal sites at his/her own expense, at which said material may be wasted. The site shall be an approved and lawful disposal site.

#### 1.8 Control of Water

The Contractor shall provide and maintain at all times during construction ample means and devices with which to promptly remove and dispose of all water entering the excavations or other parts of the work.

The Contractor shall dispose of the water from the work site in a suitable manner without damage to adjacent property and shall be in accordance with any and all permit requirements. No water shall be drained into work built or under construction. Water shall be disposed of in such a manner as not to be a menace to the public health.

Dewatering for structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such times as water may be allowed to rise in accordance with the provisions of this Section.

1.9 Correction of Faulty Grades -- Should the grading operation be carried below proposed grades without instruction from the Engineer, it shall be refilled to proper grades with appropriate backfill material compacted to 90 percent relative compaction, at the expense of the Contractor. If compaction tests are required, they shall be at the expense of the Contractor. No large bird baths or ponding shall occur throughout the site except where indicated for drainage purposes.



1.10 Rock -- Where rock is encountered above finished grade, it shall be removed and may be placed below grade and the area backfilled with suitable rock-free material to provide a compacted earth cushion. Contractor shall remove all rock protrusions above grade and finish the top of the dirt grade with a smooth, rock-free dirt surface. All rock removal will be done at contractor's expense with appropriate equipment suited for such rock removal work. No blasting will be allowed. Rock encompassing 6-inches or greater in diameter above grade will be removed. Rock less than 6-inches in diameter may be incorporated into the finished grade provided that the rock itself does not protrude above the finished grade.

1.11 Finish Grades -- Contractor will set his grading controls in such fashion as to ensure that the finish grades meet the intent of the plan grades and sheet flow any surface drainage water to exit the site at the North West corner of the property (Lakewood Road). District will not be providing any surveying or controls.

1.12 Soil Amendments -- Contractor shall incorporate soil amendments into the finished grade as specified by Wallace Laboratories and the manufacturer of the soil amendment materials. If hydroseed is used, soil amendments may be incorporated into the hydroseed mulch mix and deposited as part of the hydroseed application. If sod is to be placed, soil amendments must be mixed into the native earth per the manufacturer and soil report recommendations. Soil Amendments shall conform to Wallace Laboratories, 365 Coral Circle, El Segundo, CA. 90245 tel. (310) 615-0116, report dated April 1, 2008.

1.13 Cooperation with District Operations -- Contractor is advised that the District must install irrigation pipelines in conjunction with the contractors grading work. Once the contractor has satisfactorily completed clearing and grubbing and rough grading operations, he will allow sufficient time for the district to accomplish its irrigation installation prior to completing finish grading. District will also be installing perimeter timber curbing. Contractor will cooperate and work with District staff to the extent possible in allowing the District to accomplish it's work.



## SECTION 2.0

### CHAIN LINK FENCING AND GATES

#### 2.1 GENERAL

Chain link fences and gates to be installed new or re-installed after relocating shall conform to the Project Plans and Specifications or to the Standard Specifications for Public Works Construction, latest edition, and as amended below. Should a conflict arise the more stringent requirement shall prevail. This section includes all work associated with the materials, product, installation and workmanship of chain link fencing and gates required. Products and workmanship shall also comply with the Chain Link Manufacturers Institute (CLMI) requirements and in accordance with applicable ASTM standards.

#### 2.2 SUBMITTALS

- a. Submittals for the project shall include the product data which identifies the material description, construction and installation details, dimensions of individual components and profiles, and finishes for the following:
  1. Fence and gate posts, rails and fittings
  2. Chain Link Fabric, reinforcements and attachments
  3. Gates and hardware
- b. Product Certification shall be provided with the signature of the manufacturer certifying that the product and materials furnished comply with the project requirements.

#### 2.3 QUALITY ASSURANCE

Source limitations for Chain Link Fences and Gates: Obtain each grade, finish, type, and variety of components of chain link fencing and gates from one source with resources capable of providing the materials of consistent quality in appearance and physical properties.

#### 2.4 SITE CONDITIONS

Verify layout information for chain link fences and gates shown on the plans in relation to existing structures, facilities and property lines. Verify dimensions by field measurements.

#### 2.5 CHAIN LINK FENCE – PRODUCT REQUIREMENTS

##### 2.5.1 Steel Chain Link Fence Fabric

- a. Height – provided on plans
- b. Provide fabric fabricated in one piece widths for fencing
- c. Mesh and wire size as indicated on plans
- d. Zinc coating shall be applied to steel wire before weaving in accordance with ASTM A-392 and ASTM A-817, Type II, zinc coated (galvanized).

## 2.5.2 Industrial Fence Framing

ASTM F 1043 is applicable to industrial chain-link fences up to 12 feet in height with line posts maximum spacing of 10-feet o.c.

- A. Round Steel Pipe – Standard weight, schedule 40, galvanized steel pipe complying with ASTM F 1083, material design group IA, external and internal coating Type A, consistent of not less than 1.8 oz./sq. ft. zinc and the following strength and stiffness requirements:
  - 1. Line, End, Corner, Pull Posts and Top Rail – Per requirements for Heavy Industrial Fence
- B. Top Rails – Shall be fabricated from lengths of 21 feet or longer, with swedged-end or fabricated for expansion-type coupling, forming a continuous rail along top of fence fabric.
- C. Intermediate Rails – Shall only be used for corner bracing and will match production requirements above.

## 2.5.3 Industrial Swing Gates

Gates shall comply with ASTM F-900 for weight and dimension of fabrication requirements.

- A. Steel and Galvanized Tubing - Shall comply with ASTM F 1083 and F 1043 for coatings. Piping will be round tubing per weight and size as outlined in ASTM F 900 based on the width and height sizing shown on the plans. Members used for the gate construction shall be galvanized steel and will be constructed using only good quality materials.
- B. Fence fabric shall be installed in accordance with industrial gate manufacturer standards. Gate fabric shall be 6-feet in height.
- C. Gates shall be swing-gate type, 8 feet wide, double gate (16-feet total).
- D. Frame corner construction shall be welded.
- E. Gate Posts shall be fabricated from round galvanized steel piping with outside dimensions and weight in accordance with ASTM F 900.
- F. Hardware shall be Baltimore latch with padlock keeper.

## 2.5.4 Fittings

Provide necessary fittings for a complete fence installation compliant with ASTM F 626.

## 2.6 EXECUTION

### 2.6.1 Examination

Examine area and conditions with installer present for compliance with site constraint issues (if any) that may affect performance and general coordination of the work schedule. Proceed with installation only after any unsatisfactory condition(s) are addressed.



## 2.6.2 Preparation

Stake the locations of proposed fence line, gates and terminal posts. Indicate locations of pipelines, underground structures, or any potential other impediment

## 2.6.3 Installation – General

- A. Install chain link fencing to comply with ASTM F 567 and any more stringent requirements that may apply.
- B. Post Excavation – drill or hand dig holes for posts to diameter and spacing indicated in firm, undisturbed or compacted soil.
- C. Post Setting – set posts in concrete footing. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for good concrete consolidation. Verify that all posts are set plumb, aligned and at correct height and spacing and hold their position during placing and finishing operations until concrete is sufficiently cured.

## 2.6.4 Chain Link Fence Installation

Where fencing changes direction by more than 15 degrees, at abrupt changes in grade, and for long stretches of fence in the range of 300 – 500 feet, manufacturers may recommend locating pull posts with braces at both sides.

- A. Terminal Posts – Locate terminal, end, corner and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal and vertical alignment. Posts are generally set at 10-foot increments o.c.
- B. Line Posts – Space and install line posts uniformly at 8 feet on center and per ASTM F 567. Install posts plumb, in alignment and to correct height.
- C. Post Bracing Assemblies – Install according to ASTM F 567, maintaining plumb fencing with top rail. Install so posts are plumb when diagonal rod is under proper tension. Install bracing at end and gate posts and at both sides of corner and pull posts.
- D. Top Rail – Install according to ASTM F 567, maintaining plumb position and proper alignment of fencing. Run rail continuously through line post caps, bending to radius at curved runs, and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide and install expansion coupling as need and recommended by the fence manufacturer.
- E. Intermediate Rail – Install in one piece spanning between posts, especially at corner, gate and pull post locations.
- F. Chain Link Fabric – Apply fabric to outside of enclosing framework. Leave 1-inch between finish grade and bottom selvage. Pull fabric taut and tie to line posts, rails and tension wires. Anchor to framework so fabric remains taut under tension after pulling force is released.

### 2.6.5 Gate Installation

Install gates according to manufacturer's written instructions, level, plumb and secure for full opening without interference or binding. Attach fabric as for fencing. Gates may be "pre-manufactured" with all components assembled at fence supplier or manufacturer. Attach hardware using tamper-resistant or concealed methods. Install ground-set items in concrete for anchorage. Adjust all installed hardware for smooth operation and lubricate with approved lubricants where necessary.

- A. Gate Adjusting – Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, misalignment, misplacement, disruption or malfunction, throughout it's entire operating range.
  - B. Latching – Confirm that latches and locks engage accurately and securely free from any binding or force required. Adjust as needed.
  - C. Lubrication – Lubricate hardware and other moving parts as required using only Manufacturer approved lubricants.
-





# BIG BEAR VALLEY RECREATION AND PARK DISTRICT

## MINUTES

### REGULAR MEETING OF THE ADVISORY COMMISSION

April 21, 2009

#### **CALL TO ORDER**

Chairman Allen called the meeting to order at 5:00 PM

#### 1.1 PLEDGE OF ALLEGIENCE

#### 1.2 ROLL CALL

*Present:* Allen, Macioge, Pletcher, Poole, Rose

*Staff:* Troublefield, Judd, Roth

#### 1.3 APPROVAL OF AGENDA

#### **Motion 1**

Commissioner Poole moved to approve, seconded by Commissioner Pletcher.  
**AYES:** Allen, Macioge, Pletcher, Poole, Rose

## **2. GENERAL STAFF REPORTS :**

### 2.1 RECREATION REPORTS

A. Administration and Camp Activities – The commission reviewed and Glenn Jacklin presented the report of March 2009 which highlighted childcare, Spring Camp, instructor classes, administration and Ranch bookings and special recognition to Connor McCutcheon for the 'notice boards' he built at the Ranch to complete his Eagle Scout badge.

B. Youth and Adult Activities – The commission reviewed and Aaron Speer presented the recreation report for March 2009 which highlighted youth and adult sports including the Youth Basketball Tournament, the youth center and upcoming programming, aquatics recruitment, and administration.

Commissioner Macioge inquired about Club Volleyball and their issued getting gym time. Mr. Speer responded that much of the problems were due to the high school needing the gym and taking time away from us, but that he would look into the problem further.

### 2.2 MAINTENANCE REPORT

The commission reviewed and Dennis Fuerstenberg presented the report for March 2009 highlighting district wide inspection of irrigation systems, and mostly the completion of the ball fields at both Meadow Park and Sugarloaf Park.

### 2.3 MOONRIDGE ANIMAL PARK REPORT

The commission reviewed and Debbie Richardson presented the report for March 2009 which highlighted education and implementation of self guided tours, maintenance, administration and new staffing, and medical which included the announcement of the 9 wolf pups that were just born. Commissioner Allen questioned why there would be no Zoo Camp this year. Ms. Richardson replied that due to lack of space the zoo camp had become a safety issue with little to no indoor space to house the children.

### 2.4 FACILITY USE REPORT

The commission reviewed the report for March 2009.



**3. Approval of Minutes**

**3.1 APPROVAL OF MINUTES**

Minutes of the March 17, 2009 Regular Meeting

**Motion 2** Commissioner Poole moved to approve minutes, seconded by Commissioner Rose.  
**AYES:** Allen, Macioge, Pletcher, Poole, Rose

**4. INFORMATION SECTION**

**4.1 Information Section**

A. Financial Report – The financial report for March 2009 was reviewed by the Commission.

**5. COMMENTS FROM THE PUBLIC**

Bob Ybarra, Sugarloaf, commended the District for the wonderful job at Sugarloaf Park.

**6. ADMINISTRATIVE REPORT**

**6.1 DISTRICT OPERATIONS**

**A. *Paradise Park Project Update***

Director Troublefield stated that there is nothing new to report.

**B. *Zoo Relocation Update***

Director Troublefield stated that there is nothing new to report.

**C. *Capitol Project Report –***

Director Troublefield stated that with the exception of the Erwin Park playground installation everything else has been completed.

**D. *The Ranch – Progress Report***

Director Troublefield stated that the funding for the project is a Board agenda item on May 5<sup>th</sup> Board of Supervisors agenda. The Grand Opening will take place sometime between June 20 and 25 for the Soccer Complex.

**E. *Proposition Funding Update***

Director Troublefield reported that he had been in contact with Cristelle Momeyer, of the State Department of Parks and Recreation, who stated there were some monies available and we should get reimbursement of the funds we used for the Youth Center Skate Park.

**F. *Summer Movie and Concert Series***

Director Troublefield suggested the commissioners see the Summer Brochure to see the movies and bands set to play this summer.

**7. PREVIOUSLY DISCUSSED ITEMS**

**A. *Meadow Park & Sugarloaf Ball Field Lighting Project***

Lighting is nearing completion at both locations with both poles and lights to be completed within 2 weeks.

**B. *Bear City Park Parcel Sale***

Director Troublefield hopes to have more information after his meeting with Supervisor Derry.

C. *Park Signage*

Director Troublefield stated the signs are completed and should up in all parks by July 1, 2009.

**8. REQUESTS AND REPORTS BY COMMISSIONERS**

Commissioner Allen commented that he will miss the next commission meeting as he will be on vacation. He also commented that he was not happy that there had been no contact between Supervisor Derry and the commission.

**9. PARK TOUR**

Commissioners boarded the Youth Center Van and went to the Pan Hot Springs Pools. Owner Ray Bowling gave a brief history of the pools and shared his plans for the future, which hopefully includes the Park District using the pools for aquatic programming.

The commission headed to the Moonridge Animal Park for the grand opening of the new kitchen and medical facility. Animal Park staff joined in the festivities and the group congratulated all for a job well done.

**10. ADJOURN MEETING**

10.1 NEXT MEETING

Regular Meeting – Tuesday, May 19, 2009 at 5:00 pm

10.2 ADJOURNMENT

Chairman Allen adjourned the meeting at 6:45 pm.

TEST:

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Michele Roth, Secretary

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Don Allen, Chairman





**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
BIG BEAR VALLEY RECREATION AND PARK DISTRICT  
AND RECORD OF ACTION**

**May 5, 2009**

**FROM: JEFFREY O. RIGNEY, Director  
Special Districts Department**

**SUBJECT: ERWIN RANCH SPORTS FACILITY — SOCCER FIELD IMPROVEMENTS**

**RECOMMENDATION(S)**

1. Approve a \$200,000 unbudgeted Capital Improvement Project budget for soccer field improvements at the Erwin Ranch Sports facility in the Big Bear Valley area within the Big Bear Valley Recreation and Park District; authorize the Auditor/Controller-Recorder to adjust 2008-09 revenues and appropriations as indicated in the Financial Impact section (Four votes required).
  2. Find that the cost estimate of the Big Bear Valley Recreation and Park District was reasonable and approve **Contract No.09-309** with Trinity Construction of Blue Jay, California in the amount of \$137,239.50 for performing grading, sod and fencing for the soccer fields at Erwin Ranch Sports Facility in the Big Bear Valley area, pursuant to California Public Contract Code section 22034(f) which authorizes the Board of Directors to approve a contract up to \$137,500 for informally bid public projects (Four votes required).
  3. Adopt **Resolution No.2009-72** finding the cost estimate for the soccer field improvements project at Erwin Ranch Sports Facility was reasonable and approving a contract with Trinity Construction (Four votes required).
  4. Authorize changes and additions up to \$13,724 for the project, pursuant to Section 20142 of the California Public Contract Code; and authorize the Director of the Special Districts Department or his designee to execute changes or additions to the work being performed in connection with the contract for a total amount not to exceed \$13,724.
  5. Authorize the Director of the Special Districts Department to file a Notice of Completion with the Auditor/Controller-Recorder, on behalf of the District, once all work is satisfactorily completed.
  6. Direct the Auditor/Controller-Recorder to record the Notice of Completion.
- (Affected Districts: Third)  
(Presenter: Jeffrey O. Rigney, Director, 387-5967)

**BACKGROUND INFORMATION**

The Erwin Ranch Sports Facility is owned, maintained, and operated by the Big Bear Valley Recreation and Park District (BBVRPD). One part of the activities that are available at the ranch is soccer. Currently soccer is only offered on a very small field not conducive for actual game

Page 1 of 3

**w/ resolution**  
cc: SDD-Bacon w/ agree  
Contractor c/o SDD w/ agree  
Auditor-Accts Pay Mgr w/ agree  
Periculum c/o Risk Mgmt w/ agree  
Auditor-Gen Acct Mgr  
Risk Mgmt  
SDD-Rigney  
County Counsel-Surber  
CAO-Thies  
File -w/ agree & BBVR&PD w/ reso  
jll 05/12/2009  
**AGREEMENT NO.09-309 &  
RESOLUTION NO.2009-72  
ITEM 051**

Record of Action of the Board of Directors

**APPROVED (CONSENT CALENDAR)  
COUNTY OF SAN BERNARDINO  
Big Bear Valley Recreation and Park District**

MOTION	<u>SECOND</u> 1	<u>MOVE</u> 2	<u>AYE</u> 3	<u>AYE</u> 4	<u>AYE</u> 5
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**DENA M. SMITH, SECRETARY**

**BY \_\_\_\_\_**

**DATED: May 05, 2009**

**BOARD OF DIRECTORS  
ERWIN RANCH SPORTS FACILITY—SOCCER FIELD IMPROVEMENTS  
MAY 5, 2009  
PAGE 2 OF 3**

play. BBVRPD maintains a one-acre parcel adjacent to the ranch facility that the district would like to develop into three full sized soccer fields. The development includes the grading, placement of sod turf, and fencing required to establish and maintain the property with proper drainage. The intent of this project is to have the fields available and playable by June 15th, the start of the soccer season. This project was not budgeted in the current fiscal year, but because of the desired project completion time and in order for BBVRPD to begin receiving revenue from this venue, it is necessary to proceed with this project.

Approval of this item will approve an unbudgeted capital improvement project and make the necessary budget adjustments outlined in the Financial Impact section below; find that it is in the District's best interest to award a contract based on an informal bid process; thus resulting in a contract award to Trinity Construction of Blue Jay, CA, in the amount of \$137,239.50 to supply all labor, equipment and materials for the site grading, placement of sod turf and perimeter fencing at the Erwin Ranch Sports Facility in the Big Bear area; adopt a resolution; authorize the Director of the Special Districts Department to effect changes and additions to the contract for an amount that will not exceed \$13,724 if needed and file a Notice of Completion with the Auditor/Controller-Recorder once all work is satisfactorily completed; and direct the Auditor/Controller-Recorder to record the Notice of Completion. **(APN 0315-231-21, Erwin Ranch Sports Facility)**

On March 6, 2009, BBVRPD advertised this informal bid project on its website, local trade journals and plan rooms. A mandatory job walk was held on March 26, 2009, with 12 contractors attending. On April 3, 2009, 10 bids were received with the top 5 lowest bidders as follows. The bids were evaluated, in accordance with the Instructions to bidders, based on the base bid schedule with the following results:

Contractor	From	Base Bid Amount
Trinity Construction	Blue Jay, CA	\$61,639.50
JEM Construction	Vista, CA	\$64,043
Envision Landscape	Riverside, CA	\$76,854
Krieder Engineering	Perris, CA	\$77,603
Bear Valley Paving	Big Bear, CA	\$88,650

Staff reviewed the submitted bids and recommends that a contract be awarded to Trinity Construction of Blue Jay, as the lowest responsible bidder in the amount of \$137,239.50. The cost estimate for the project was \$121,644, which is under the \$125,000 limit for informal bidding under California Public Contract Code section 22032(c); however, the bids came in greater than expected (and exceeded the \$125,000 limit) due to higher turf costs and more than anticipated volumes of earthwork. The contract amount reflects the base bid amount for grading and fencing of \$61,639.50 and the additive bid item for the sod in the amount of \$75,600 for a total of \$137,239.50 (which is also the overall lowest collective bid amount). As a result thereof, under the California Public Contract Code section 22034(f), the Board of Directors is authorized to approve an informally bid contract that exceeds the \$125,000 threshold by \$12,500 (for a total amount of no more than \$137,500) with 4 votes approval.

**FINANCIAL IMPACT**

The cost for the grading, sod and fencing for this project is \$137,239.50 with an additional \$13,724 in contingency provisions and \$49,036.50 for the design, administrative and maintenance costs for a total project cost of \$200,000.



**BOARD OF DIRECTORS**  
**ERWIN RANCH SPORTS FACILITY—SOCCER FIELD IMPROVEMENTS**  
**MAY 5, 2009**  
**PAGE 3 OF 3**

BBVRPD will receive \$200,000 from the Special Districts Department Administrative operating budget (SKV-105 100) as a temporary advance to bridge the gap until Proposition 40 funding is received to fully fund the project, since BBVRPD will not have sufficient funding at the time of contract award. This project was not included within the 2008-09 Fiscal Year Capital Improvement Project budget and is being requested at this time (CRQ-620). BBVRPD will repay the temporary advance once Proposition 40 funds are released by the State, which is anticipated in early 2009-10. There is no financial impact to the County's General Fund. The following budgetary adjustments are recommended:

<b>Fund</b>	<b>Dept</b>	<b>Org</b>	<b>Obj</b>	<b>Description</b>	<b>Decrease</b>	<b>Increase</b>
SKV	105	100	6000	Contingencies (CSA 70)	(\$200,000)	
SKV	105	100	5030	Op Transfer Out (CSA 70)		\$200,000
SSA	620	620	9975	Op Transfer In (BBVRPD)		\$200,000
SSA	620	620	5030	Op Transfer Out (BBVRPD)		\$200,000
CRQ	620	620	9975	Op Transfer In (CIP)		\$200,000
CRQ	620	620	4010	Improvements to Land (CIP)		\$200,000

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Julie J. Surber, Deputy, 387-4119) on April 21, 2009; and the County Administrative Office (Wayne Thies, Administrative Analyst, 387-5409) on April 24, 2009.



**BIG BEAR VALLEY  
RECREATION AND PARK  
DISTRICT**

**F A S**

**STANDARD CONTRACT**

FOR OFFICIAL USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code <b>TRINITY910</b>	Dept. <b>SC</b>	Dept. <b>SPD</b>	Contract Number <b>09-309</b>
Department <b>Big Bear Valley Recreation and Park District</b>		Dept. <b>620</b>	Orgn. <b>620</b>	Contractor's License No. <b>796675</b>
Contract Representative <b>Greg Bacon, Senior Project Manager</b>		Telephone <b>(909) 387-6076</b>		Total Contract Amount <b>\$ 137,239.50</b>
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason:				
Commodity Code <b>91200</b>		Contract Start Date <b>May 2009</b>	Contract End Date <b>August 2009</b>	Original Amount <b>\$ 137,239.50</b>
Fund <b>CRQ</b>	Dept. <b>620</b>	Organization <b>620</b>	Appr. <b>410</b>	Obj/Rev Source <b>4010</b>
GRC/PROJ/JOB No. <b>2008048</b>		Amount <b>\$ 137,239.50</b>		
Fund	Dept.	Organization	Appr.	Obj/Rev Source
GRC/PROJ/JOB No.		Amount		
\$				
Fund	Dept.	Organization	Appr.	Obj/Rev Source
GRC/PROJ/JOB No.		Amount		
\$				
Project Name <b>BBVRP</b>		Estimated Payment Total by Fiscal Year		
<b>Erwin Ranch Soccer Field</b>		FY <b>08/09</b>	Amount	I/D
<b>Improvements</b>		<b>09/10</b>		

THIS CONTRACT is entered into in the State of California by and between the Big Bear Valley Recreation and Park District hereinafter called the District, and

Name Trinity Construction hereinafter called CONTRACTOR  
 Address PO Box 246  
Blue Jay, CA. 92317  
 Telephone (909) 337-4301 Federal ID No. or Social Security No. On - File Fax (909) 337-9712

**IT IS HEREBY AGREED AS FOLLOWS:**

**I.**

The complete contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids (Project No.2008048) dated March 6, 2009.
- B. Bid Specifications titled "Erwin Ranch Soccer Field Improvements"
- C. Bidder's proposal dated: April 3, 2009 (Attachment A1-A2).
- D. Drawings Entitled "Erwin Ranch Soccer Fields"
- E. Certified copy of the Record of Action of the Board of Directors, on behalf of Big Bear Valley Recreation and Park District

And they are included in their entirety as a part of this contract by reference thereto.

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By



II.

The Contractor agrees to supply and provide all labor, materials and equipment as set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of:

**BID PROPOSAL:**

**TOTAL BASE BID AND ADDITIVE ITEM A: .....\$ 137,239.50**

III.

Contractor will furnish a payment bond and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to the Board of Directors within ten (10) calendar days of the contract award. Said bonds shall be in effect through the completion of the project plus 35 days after Notice of Completion filing. A 1-year Maintenance Bond of 10% of the total contract price will be required at the time the project is completed and the Notice of Completion filing. Maintenance Bond will be in effect for 1 year following completion.

IV.

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

**Indemnification** - The Contractor agrees to indemnify, defend (with counsel reasonably approved by the District) and hold harmless the County, the District, and their authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The contractor's indemnification obligation applies to the Indemnitees "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

**Insurance** - The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation / Employers Liability** - A program of Workers' Compensation insurance or a State-approved self insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Worker's Compensation insurance.

- **Commercial/General Liability Insurance** - The Contractor shall carry General Liability insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment
- (b) Products and completed operations



- (c) Broad form property damage (including completed operations)
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability
- (g) \$2,000,000 general aggregate limit.

- **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

If the Contractor is transporting one or more non-employee passengers in the performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury, and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- **Subcontractor Insurance Requirements** - The Contractor hereby agrees to require that all parties or subcontractors, including any architects or others it hires or contracts related to the performance of this agreement to provide insurance covering the contracted for operations containing the contract requirements in Section IV (including waivers of subrogation) and naming the District and/or County as additional insured. The Contractor shall agree to monitor and review all such coverage and shall assume all responsibility that all coverage shall be provided as required.
- **Course of Construction/Installation of Property Insurance (Builders Risk)** – Contractor shall provide this property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

**Additional Insured** - All policies, except for the Workers Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County, the District, and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the District to vicarious liability but shall allow coverage for the District and County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**Waiver of Subrogation Rights** – Except for Errors and Omissions and Professional Liability, Contractor shall require the carriers of the above-required coverage to waive all rights of subrogation against the County, District, and their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the rights of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County and District.

**Policies Primary and Non-Contributory** - All policies above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County and/or District.

**Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County and/or the District or between the County and/or District and any other insured or additional insured under the policy.



**Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

**Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the District administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District; and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services.

Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the District has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the District will be promptly reimbursed by the Contractor or District payments to the Contractor will be reduced to pay for District purchased insurance.

**Insurance Review** - Insurance requirements are subject to periodic review by the District and County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District and/or County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District and/or County, inflation, or any other item reasonably related to the District's and/or County's risks.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on the part of the District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the District or County.

## V.

The District agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the sum **One Hundred and Thirty Seven Thousand, Two Hundred Thirty Nine and 50/100 Dollars (\$137,239.50)** subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the contract at time of completion. Final payment will be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the governing board of Big Bear Valley Recreation and Park District at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

## VI.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he will be required to secure the payment of compensation to his employees.

The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.



**VII.**

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed issued by the District to begin the work and shall complete it within thirty (30) calendar days.

**VIII.**

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Contractor agrees to comply with the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the American Disabilities Act.

Contractor agrees to comply and certify compliance with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et sec.

**IX.**

**Former County Officials** - Contractor agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Contractor. The information provided should include a list of former county administrative officials who terminated their county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Employee Classification Group, Management Unit or Safety Management Unit.

**X.**

**Inaccuracies or Misrepresentations** - If during the course of the administration of this agreement, the District determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this contract may be immediately terminated. If this contract is terminated according to this provision, the District is entitled to pursue any available legal remedies.

**XI.**

**Payment by Electronic Fund Transfer** - Contractor shall accept all payments from the District via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the District required to process EFT payments.

**XII.**

The Contractor hereby agrees to reimburse the District for costs incurred by the awarding authority in the substitution of subcontractors.

Where a hearing is held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Director of the Special Districts Department or his/her designee shall prepare and certify a statement of all costs incurred by the District for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Special Districts Department, or his/her designee.



**ITEMIZED BID SHEET**  
**ERWIN RANCH SOCCER COMPLEX – SOCCER FIELD IMPROVEMENTS**  
**SDD PROJECT # 2008048**

For the furnishing of all labor, equipment, and materials necessary to construct the work contemplated, in accordance with the plans, as called for in these specifications and as indicated on the unit pricing as follows:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization (Including Bonds and Insurances)	1	L.S.	2000	2000
	<b>CLEARING &amp; GRADING</b>				
2	Site Preparation, Clear and Grub	1	L.S.	1500	1500
3	Rough and Finish Grading	193,000	S.F.	<del>1000.54</del>	9650
4	Provide and install soil amendments	1	L.S.	6000	6000
	<b>FENCE</b>				
4	Provide and install 8' high, 9 GA commercial chain link fence complete with all posts, bracing and hardware	1,950	L.F.	20.61	40,189.50
5	Provide and install 8' high X 10' wide double drive chain link swing gates	2	EA	1150	2300
	<b>TOTAL BASE BID:</b>			X	\$ 61,639.50
	<b>ADDITIVE ALTERNATE BID ITEMS</b>				
A.	Provide and install Big Roll Sod (Blue-Rye Grass mix)	168,000	S.F.	45¢	75,600.00
B.	Provide and install Blue/Rye Mix Hydroseed	168,000	S.F.	.042¢	7056.00

The TOTAL BASE BID SUM of Sixty One Thousand Six Hundred Thirty nine Dollars  
Written in Words and fifty cents.  
 (\$ 61,639.50 )

The quantities listed above are only an estimate for each of the items. The actual quantities encountered may be different and compensation will be based on the unit prices established above. In case of a discrepancy between the "Unit Price" and the "Total Extension", the "Unit Price" shall prevail.

The above mentioned BASE BID sum includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

CONTRACTOR: Trinity Construction DATE: April 3, 2009  
 SIGNED: [Signature]



# ADDENDA ACKNOWLEDGEMENT:

This bid includes:

Addendum No.: n/a

Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

Dated: \_\_\_\_\_

## AFFIDAVIT

The undersigned agrees to furnish the District notarized non-collusion affidavits, included herein, for principal contracts and subcontracts, and states that this is a genuine bid proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned declares: The only person or parties interested in this bid proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contain therein; that the undersigned has examined the form of Contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the District, the undersigned shall execute a Contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation and the corporate seal must be affixed. This Bid Proposal must be accompanied by a document evidencing such officer is authorized to sign.

Check one: ( ) Sole Proprietor ( ) Partnership ( ☒ ) Corporation ( ) Other

Name of Bidder: Trinity Construction

Address: Po Box 246 Blue Jay, Ca. 92317

Phone: 909.337.4301

Fax: 909.337.9712

Contractor's License No.: 796675

Class(es): BA HA2

Expiration Date of Contractor's License 03/31/2011

Social Security No. or Federal Employee ID No.: 0206004910

I declare under penalty of perjury the above is true and correct.

Authorized Signature: \_\_\_\_\_

Date: April 3, 2009

Print Name: Matt Carricabury

Title: President

CORPORATE SEAL



## Erwin Ranch Rd

