**Board of Directors:** 

SEAN DEBLEY, President
JARED BOUCHARD, Vice President
KRISTINA BREWER, Director
MICHAEL LEBOW, Director
BOB NAST, Director

PETER MARTINEZ General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156

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# BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

**NOTICE IS HEREBY GIVEN** that the Board of Directors of the Channel Islands Beach Community Services District will hold a Regular Board Meeting beginning at 5:00 P.M. on Tuesday, February 14, 2023. The meeting will be held at the **District Office**Conference Room, 353 Santa Monica Drive, Channel Islands Beach, CA 93035.

The agenda is as follows:

#### A. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:

#### **B. PUBLIC COMMENTS:**

1. Opportunity for members of the public to address the Board on matters under the purview of the District and which are not on the agenda. (Time limit 3 minutes per speaker)

#### **C. CONSENT CALENDAR:**

- 1. Approve the Agenda Order
- 2. Financial Reports:
  - a. Cash Disbursal & Receipt Report January 2023
- Minutes:
  - a. January 10, 2023, Regular Board Meeting
  - b. January 18, 2023, Finance Committee Meeting

4. Authorize customer request for relief from water charges due to leaks on the property consistent with Resolution 16-06:

	Account Number	Water Relief	Sewer Relief	Total Relief
a.	08060-01	\$72.01	\$208.62	\$280.63
b.	06600-05	\$2.26	\$13.04	\$15.30
C.	00240-01	\$140.20	\$448.08	\$588.28
d.	00000557	\$17.98	\$92.25	\$110.23
e.	09760-02	\$98.59	\$241.21	\$339.80
				\$1334.24

#### D. ACTION CALENDAR:

### 1. AUTHORIZATION TO BID NEW DISTRICT ADMINISTRATION AND OPERATIONS FACILITY - CI 401

Recommendation:

- 1) Receive and file report from Building Site Redevelopment Ad hoc Committee members; Director Debley and Director Brewer. Board discretion.
- 2) It is recommended the Board of Directors authorize the General Manager to solicit bids for the construction of the New District Administration and Operations Facility CI 401.
- 3) It is recommended the Board of Directors authorize the General Manager to execute the Professional Services Agreement in the amount not to exceed \$173,000 for construction management services during the construction of the Administration and Operations Facility.

# 2. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 23-01 TO PROVIDE WORKERS' COMPENSATION COVERAGE TO DISTRICT VOLUNTEERS Recommendation:

1) It is recommended the Board adopt Resolution 23-01 authorizing the District to provide Workers' Compensation benefits to the Volunteers performing services for the District.

#### E. INFORMATION CALENDAR:

1. Report from Board Members of any meeting or conference where compensation for attendance was received.

#### F. BOARD MEMBER COMMENTS:

#### **G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

#### **AGENDA POSTING CERTIFICATION**

This agenda was posted Thursday, February 9, 2023, by 5:00 PM. The agenda is posted at the District Office and two public notice bulletin boards, which are accessible 24 hours per day. The locations include:

- Hollywood Beach School, 4000 Sunset
- Corner Store, 2425 Roosevelt Blvd.
- District Office, 353 Santa Monica Drive

Agendas are also posted on the District's website at www.cibcsd.com.

Peter Martinez

General Manager

Peter Martinez

REQUESTS FOR DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, IN ORDER TO ATTEND OR PARTICIPATE IN A MEETING, SHOULD BE MADE TO THE SECRETARY OF THE BOARD IN ADVANCE OF THE MEETING TO ENSURE THE AVAILABILITY OF REQUESTED SERVICE OR ACCOMODATION. NOTICES, AGENDAS AND PUBLIC DOCUMENTS RELATED TO THE BOARD MEETINGS CAN BE MADE AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
01/02/2022	EDED	OD DEPOSIT	1200 - Accounts Recei	V		2.044.57	((0.505.00
01/03/2023	EDEP EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco Cusi-December		2,044.56	669,585.98
01/03/2023	ACH	QB:DEPOSIT			1.00	6,820.27	676,406.25
01/03/2023	DEP	CUSI	6 - Administrative Exp	Test payment f	1.00	7 021 22	676,405.25
01/04/2023 01/04/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei 1200 - Accounts Recei	Dep 1/3		7,831.33	684,236.58 685,252.73
	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/4		1,016.15 451.42	,
01/04/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco CUSI			685,704.15
01/04/2023		QB:DEPOSIT		CUSI	12.765.02	1,835.11	687,539.26
01/04/2023	ACH	CalPers	-split-	D C .:	12,765.02		674,774.24
01/04/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep. Correction	0.15		674,774.09
01/04/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Deposit Correc	0.25	504.60	674,773.84
01/05/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		794.62	675,568.46
01/05/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		1,299.44	676,867.90
01/05/2023	ACH	Aflac	*2020 - Payroll Liabilit	089766	239.30		676,628.60
01/05/2023	ACH	ACWA/JPIA Health	5 - Salaries & Benefits:	069835	9.60		676,619.00
01/05/2023	ACH	Tampa Hardware 2	-split-	703372/705034	732.66		675,886.34
01/05/2023	ACH	Spectrum	6 - Administrative Exp	0207442121822	229.98		675,656.36
01/05/2023	ACH	Spectrum	6 - Administrative Exp	12-16-2022	62.51		675,593.85
01/05/2023	ACH	So. California Edison	2 - Sewer System Expe	12-16-22	300.18		675,293.67
01/05/2023	ACH	Arco	4 - Maintenance Expen	01-03-2023	369.69		674,923.98
01/05/2023	ACH	Cardmember Service	8000 - Suspense	01-01-2023	14,164.65		660,759.33
01/05/2023	ACH	SEIU, Local 721	*2020 - Payroll Liabilit	Dec. Dues	167.50		660,591.83
01/05/2023	7909	A & A Concrete Inc.	2000 - Accounts Payable	La Cresenta/Oc	19,895.00		640,696.83
01/05/2023	7910	Badger Meter	2000 - Accounts Payable		1,752.30		638,944.53
01/05/2023	7911	City of Oxnard	2000 - Accounts Payable	Wastewater Tr	226,393.18		412,551.35
01/05/2023	7912	County of Ventura	2000 - Accounts Payable	Annual Permit	1,705.00		410,846.35
01/05/2023	7913	Elite General Engine	2000 - Accounts Payable	Additional Ne	8,047.50		402,798.85
01/05/2023	7914	FGL Environmental I	2000 - Accounts Payable		433.00		402,365.85
01/05/2023	7915	Grainger	2000 - Accounts Payable		113.00		402,252.85
01/05/2023	7916	Hollister & Brace	2000 - Accounts Payable		87.50		402,165.35
01/05/2023	7917	IVR Technology Gro	2000 - Accounts Payable		103.34		402,062.01
01/05/2023	7918	Jarrod Lawrence	2000 - Accounts Payable		320.00		401,742.01
01/05/2023	7919	Miguel Zavalza	2000 - Accounts Payable		225.00		401,517.01
01/05/2023	7920	Mission Linen & Uni	2000 - Accounts Payable	Nov. reissue/D	831.30		400,685.71
01/05/2023	7921	Prime Masonry Mate	2000 - Accounts Payable		466.69		400,219.02
01/05/2023	7922	ShredRite Inc.	2000 - Accounts Payable		75.00		400,144.02
01/05/2023	7923	Streamline	2000 - Accounts Payable	Website fee 1/1	2,400.00		397,744.02
01/05/2023	7924	SWRCB	2000 - Accounts Payable	7-1-22 to 6-30	14,334.96		383,409.06
01/05/2023	7925	Total Barricade Servi	2000 - Accounts Payable	Sewer Forcema	1,585.70		381,823.36
01/05/2023	7926	Underground Service	2000 - Accounts Payable		20.50		381,802.86
01/05/2023	7927	United Rentals, Inc.	2000 - Accounts Payable		1,437.63		380,365.23
01.05.2025	1,221	omeo Remais, me.	2000 Piccounts Layaute		1,107.00		500,505.25

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
01/05/2023	7928	XIO, Inc.	2000 - Accounts Payable		1,095.00		379,270.23
01/05/2023	7929	CUSI	2000 - Accounts Payable		101.80		379,168.43
01/05/2023	7930	SWRCB	-	7-1-22 to 6-30	794.00		378,374.43
01/05/2023	7931	CUSI	2000 - Accounts Payable	, 1 22 10 0 00	18.00		378,356.43
01/05/2023	7932	SWRCB	2000 - Accounts Payable	7-1-22 to 6-30	3,453.00		374,903.43
01/05/2023	7933	Famcon Pipe and Su	2000 - Accounts Payable	,	6,862.42		368,041.01
01/06/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI	,	1,372.92	369,413.93
01/06/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		1,823.95	371,237.88
01/06/2023	7945	Pacific Couriers	2000 - Accounts Payable		298.82		370,939.06
01/09/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		2,482.27	373,421.33
01/09/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		2,545.37	375,966.70
01/09/2023	ACH	Vanco Chrg	6 - Administrative Exp	bank payment	93.10		375,873.60
01/09/2023	RETCK	QB:Returned Item	1200 - Accounts Recei		350.63		375,522.97
01/10/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Deposit		350.63	375,873.60
01/10/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		1,078.22	376,951.82
01/10/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		1,269.32	378,221.14
01/10/2023	ACH	CalPers	-split-	pr pd 12-24-22	4,049.62		374,171.52
01/10/2023	ACH	Nationwide Retirement	-split-	pr pd 12-24-22	2,543.25		371,628.27
01/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/11		2,595.68	374,223.95
01/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/10		8,214.06	382,438.01
01/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/5		650.00	383,088.01
01/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/9		1,437.29	384,525.30
01/11/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		2,663.78	387,189.08
01/11/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		8,392.51	395,581.59
01/11/2023	7946	Coastal Architects	2000 - Accounts Payable		1,646.00		393,935.59
01/11/2023	7947	CUSI	2000 - Accounts Payable		101.98		393,833.61
01/11/2023	7948	Michael K. Nunley	2000 - Accounts Payable		5,770.71		388,062.90
01/11/2023		QuickBooks Payroll	-split-	Created by Pay	95.25		387,967.65
01/11/2023		QuickBooks Payroll	-split-	Created by Pay	29,938.48		358,029.17
01/11/2023	To Print	Carol J Dillon	-split-	Direct Deposit			358,029.17
01/11/2023	To Print	Casey D Johnson	-split-	Direct Deposit			358,029.17
01/11/2023	To Print	E.D. Brock	-split-	Direct Deposit			358,029.17
01/11/2023	To Print	Erika F Davis	-split-	Direct Deposit			358,029.17
01/11/2023	To Print	Jesus Navarro	-split-	Direct Deposit			358,029.17
01/11/2023	To Print	Keila E Wilson	-split-	Direct Deposit			358,029.17
01/11/2023	To Print	Mark A Espinosa	-split-	Direct Deposit			358,029.17
01/11/2023	To Print	Peter A. Martinez	-split-	Direct Deposit			358,029.17
01/12/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		234.14	358,263.31
01/12/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		6,187.48	364,450.79
01/13/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/12		732.86	365,183.65

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
01/12/2022	DED	OD DEBOGIE	1200	D 1/10		1 645 41	266 020 06
01/13/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/12		1,645.41	366,829.06
01/13/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/12		15,987.90	382,816.96
01/13/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		992.33	383,809.29
01/13/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		2,955.90	386,765.19
01/13/2023	RETCK	QB:Returned Item	1200 - Accounts Recei	Zipperstein	108.30		386,656.89
01/13/2023	7949	Mark Espinosa	2000 - Accounts Payable	Reimburse Mar	209.18		386,447.71
01/13/2023	7950	Secretary of State	2000 - Accounts Payable	2-Copies of Sta	12.00		386,435.71
01/13/2023	7953	Ferguson Waterworks	2000 - Accounts Payable		647.62		385,788.09
01/13/2023	7954	SSBP	2000 - Accounts Payable		960.00		384,828.09
01/17/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		1,225.77	386,053.86
01/17/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		4,403.43	390,457.29
01/18/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		346.60	390,803.89
01/18/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		2,861.94	393,665.83
01/18/2023	ACH	Pacific Western	6 - Administrative Exp	Analysis Charge	110.15		393,555.68
01/18/2023	RETCK	QB:Returned Item	1200 - Accounts Recei	ACH Return Pr	171.72		393,383.96
01/18/2023	7955	County of Ventura	2000 - Accounts Payable	Reissue for De	203.00		393,180.96
01/18/2023	7956	CSDA	2000 - Accounts Payable		8,186.00		384,994.96
01/18/2023	7957	Diener's Electric, Inc.	2000 - Accounts Payable		440.50		384,554.46
01/18/2023	7958	Elevated Entitlements	2000 - Accounts Payable	New Building	522.00		384,032.46
01/18/2023	7959	FGL Environmental I	2000 - Accounts Payable		741.00		383,291.46
01/18/2023	7960	net2phone	2000 - Accounts Payable		334.12		382,957.34
01/18/2023	7961	Performance Pipeline	2000 - Accounts Payable		9,075.00		373,882.34
01/18/2023	7962	Proven Print Services	2000 - Accounts Payable	Business Cards	268.13		373,614.21
01/18/2023	7963	Wex Bank	2000 - Accounts Payable		955.80		372,658.41
01/18/2023	7964	XIO, Inc.	2000 - Accounts Payable		1,095.00		371,563.41
01/18/2023	7965	Fence Factory	·	Fence for La C	2,065.00		369,498.41
01/18/2023	7966	Bunnin	2000 - Accounts Payable		25,247.41		344,251.00
01/18/2023	7967	PHWA	2000 - Accounts Payable	,	123,111.86		221,139.14
01/19/2023	ACH	QB:DEPOSIT	1200 - Accounts Recei	District Monthl	120,111100	90,505.33	311,644.47
01/19/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		1,716.01	313,360.48
01/19/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		4,431.34	317,791.82
01/19/2023	7968	FGL Environmental I	2000 - Accounts Payable	vanco	171.00	7,731.37	317,620.82
01/19/2023	7969	Port Hueneme Marin	2000 - Accounts Payable		623.89		316,996.93
			·	12 1 22 thmana			
01/19/2023	7970 DEB	EJ Harrison & Sons,	2000 - Accounts Payable	12-1-22 throug	49,764.23	505 00	267,232.70
01/20/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/11		585.89	267,818.59
01/20/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Water Cap Fee		6,064.00	273,882.59
01/20/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/20		12,223.06	286,105.65
01/20/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/17		8,377.58	294,483.23
01/20/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/8		24,830.08	319,313.31
01/20/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/13		8,452.31	327,765.62

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/20/2022	EDED	OD DEBOGIE	1200	17			2.160.24	220.024.06
01/20/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco			3,169.24	330,934.86
01/20/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			28,230.67	359,165.53
01/20/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			446.71	359,612.24
01/20/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco			2,424.08	362,036.32
01/20/2023	7971	ACWA/Joint Powers	2000 - Accounts Payable	Work comp. 10	3,838.76			358,197.56
01/20/2023	7972	Ventura Steel, Inc.	2000 - Accounts Payable		866.58			357,330.98
01/20/2023	7973	A to Z Law, LLP	2000 - Accounts Payable		1,560.00			355,770.98
01/24/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			1,060.14	356,831.12
01/24/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco			3,455.91	360,287.03
01/24/2023	ACH	Spectrum	6 - Administrative Exp	1-16-22	62.51			360,224.52
01/24/2023	ACH	CalPers	-split-	pypd 01-07-23	4,105.16			356,119.36
01/24/2023	ACH	CalPers	-split-		12,765.22			343,354.14
01/24/2023	ACH	So. California Edison	2 - Sewer System Expe	1-17-23	300.32			343,053.82
01/24/2023	ACH	So. California Edison	2 - Sewer System Expe	1-13-23	543.28			342,510.54
01/24/2023	ACH	So. California Edison	2 - Sewer System Expe	1-13-23	981.24			341,529.30
01/24/2023	ACH	Bay Alarm Company	4 - Maintenance Expen	2-1-23 to 5-1-23	300.00			341,229.30
01/24/2023	ACH	AT & T	6 - Administrative Exp	1-1-23	831.91			340,397.39
01/24/2023	ACH	Frontier	6 - Administrative Exp	1-1-23	120.21			340,277.18
01/24/2023	ACH	SoCalGas	6 - Administrative Exp	1-5-23	49.09			340,228.09
01/24/2023	ACH	SCE- Office	-split-	1-20-23	309.73			339,918.36
01/24/2023	7974	CIBCSD-Petty Cash	2000 - Accounts Payable		166.39			339,751.97
01/25/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	1/24			486.95	340,238.92
01/25/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/24			175.00	340,413.92
01/25/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/23			13,934.31	354,348.23
01/25/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/24			8,568.18	362,916.41
01/25/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			1,802.47	364,718.88
01/25/2023	ACH	Nationwide Retirement	-split-	pypd 01-07-23	2,720.12			361,998.76
01/25/2023	ACH	CalPers	-split-	P. Martinez reti	358.09			361,640.67
01/25/2023	7975	CUSI	2000 - Accounts Payable		31.50			361,609.17
01/25/2023		QuickBooks Payroll	-split-	Created by Pay	34,672.03			326,937.14
01/25/2023	To Print	Carol J Dillon	-split-	Direct Deposit		X		326,937.14
01/25/2023	To Print	Casey D Johnson	-split-	Direct Deposit		X		326,937.14
01/25/2023	To Print	E.D. Brock	-split-	Direct Deposit		X		326,937.14
01/25/2023	To Print	Erika F Davis	-split-	Direct Deposit		X		326,937.14
01/25/2023	To Print	Jesus Navarro	-split-	Direct Deposit		X		326,937.14
01/25/2023	To Print	Keila E Wilson	-split-	Direct Deposit		X		326,937.14
01/25/2023	To Print	Mark A Espinosa	-split-	Direct Deposit		X		326,937.14
01/25/2023	To Print	Peter A. Martinez	-split-	Direct Deposit		X		326,937.14
01/26/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco			4,570.05	331,507.19
01/26/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			662.21	332,169.40
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Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
01/26/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		3,106.46	335,275.86
01/26/2023	ACH	SEIU, Local 721	*2020 - Payroll Liabilit	December Dues	167.50		335,108.36
01/26/2023	7976	Famcon Pipe and Su	2000 - Accounts Payable		1,029.60		334,078.76
01/26/2023	7977	ImageSource	2000 - Accounts Payable		561.73		333,517.03
01/26/2023	7978	Pitney Bowes Inc.	2000 - Accounts Payable		527.02		332,990.01
01/27/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/25		610.00	333,600.01
01/27/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/26		15,423.22	349,023.23
01/27/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/27		12,433.90	361,457.13
01/27/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/27		550.10	362,007.23
01/27/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/27		924.23	362,931.46
01/27/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		442.95	363,374.41
01/27/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		820.80	364,195.21
01/27/2023	7979	Grainger	2000 - Accounts Payable		989.77		363,205.44
01/30/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		296.30	363,501.74
01/30/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		422.01	363,923.75
01/31/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/31		616.95	364,540.70
01/31/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 1/31		15,558.31	380,099.01
01/31/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		568.72	380,667.73
01/31/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		294.41	380,962.14

#### MINUTES OF THE

## CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING, January 10, 2023

#### A. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:

President Debley called the meeting to order at 5:00 P.M. In attendance, Vice President Bouchard, Director Brewer, Director Lebow, Director Nast, General Manager, Peter Martinez, Clerk of the Board, Erika Davis, General Counsel, Dennis McNulty, Office Manager, CJ Dillon, and Operations Manager Jesus (Chuy) Navarro.

#### B. PUBLIC COMMENTS:

None.

#### C. CONSENT CALENDAR:

Director Brewer made the motion to approve the Consent Calendar. Vice President Bouchard seconded the motion. The motion passed.

**ROLL CALL VOTE:** 

Debley: YES, Bouchard: YES, Brewer: YES, Lebow: YES, Nast: YES 5 - Yes 0 -No

#### D. CLOSED SESSION:

The Board went into closed session at 5:08 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – EXISITING LITIGATION Authority: California Government Code § 54956.9(d)(1)

The Board went back into open session at 6:04 p.m. Board announced that they met in closed session to discuss item D1. No action was taken at this time.

The Board went into closed session at 6:06 p.m.

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GOV. CODE § 54957)
TITLE: GENERAL MANAGER

The Board went back into open session at 6:37 p.m. Board met in closed session to discuss item D2. The results overall were favorable. The Board appointed Vice

President Bouchard and Director Lebow to an Ad hoc Committee to meet with General Manager Martinez and go over current District general practices, performance appraisals, and professional service agreement contracts. The Ad hoc committee overall will evaluate how the District is doing business.

#### E. ACTION CALENDAR:

1. ANNUAL PERFORMANCE AND SALARY REVIEW OF DISTRICT GENERAL MANAGER. THE BOARD WILL REVIEW AND CONSIDER THE GENERAL MANAGER'S PERFORMANCE AND COMPENSATION FOLLOWING CLOSED SESSION PERFORMANCE EVALUATION.

President Debley stated that the Board will grant General Manager Martinez the contractual predetermined October to October CPI for the year 2021-2022 of 7.5% by default. Vice President Bouchard made the motion that based on continued good performance by the General Manager the District will honor the existing employment agreement with the General Manager and award General Manager Martinez the required contractual amount of 7.5% based on the October to October CPI for the year 2021-2022. President Debley seconded the motion. The motion passed.

**ROLL CALL VOTE:** 

Bouchard: YES, Debley: YES, Brewer: YES, Lebow: YES, Nast: YES 5 - Yes 0 -No

### 2. REQUEST TO INCREASE APPROPRIATION FOR VALVE REPLACEMENT PROJECT – CI 105

General Manager Martinez said as Operations Manager Navarro has previously reported the District has completed phase 1 and phase 2 of the Valve Replacement Project and it is completed. The District provided parts for the project to avoid a 15% mark-up. The Board approved \$150,000 in the Capital Improvement Program (CIP) Budget for the project. The staff is asking the Board to approve an increased appropriation of \$33,000 in the Fiscal Year 2022-23 CIP Budget for the Water Valve Replacement Project due to the increased cost of the parts required to complete the project. Vice President Bouchard made a motion to approve staff's recommendation for the increased appropriation of \$33,000 for the Water Valve Replacement Project. Director Brewer seconded the motion. The motion collectively passed.

#### **ROLL CALL VOTE:**

Bouchard: YES, Debley: Brewer: YES, YES, Lebow: YES, Nast: YES 5 - Yes 0 -No

#### F. INFORMATION CALENDAR:

#### 1. LAFCO Board Elections Results:

General Manager Martinez stated the candidate that received the most votes cast for the LAFCO Special District Regular Board Member was Raul Avila, of the Calleguas Municipal Water District and the candidate that received the most votes cast for the LAFCO Special District Alternate Board Member was Mohammed A. Hasan, of the United Water Conservation District.

2. Report from Board Members for any meeting or conference where compensation for attendance was received.

President Debley and Vice President Bouchard attended the Port Hueneme Water Agency (PHWA) meeting in December. The PHWA Budget was approved with the recommendation that the Public Works Director bring back clarification on salary line items. It was reported that Mayor Rollins will no longer serve on the PHWA Board and the elected members will be appointed this upcoming PHWA meeting.

#### G. **BOARD MEMBER COMMENTS:**

None.

#### Н. **GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

General Counsel had no comments.

General Manager Martinez said the Finance Committee will be meeting on January 18th at 2:00 p.m.

General Manager Martinez said that at the February 14<sup>th</sup> Regular Board Meeting the ard. d. Staff /elt

tem for approval to go out to bid for the building project will be brought to the Bo Staff is looking at a temporary alternate office space at 2300 Roosevelt Boulevar s working with County of Ventura in hopes of adjusting the CUP at 2300 Roosev Boulevard for this purpose.
Γhe Board Meeting adjourned at 6:54 P.M.
Sean Debley, President

#### MINUTES OF THE

# CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT FINANCE COMMITTEE MEETING, January 18, 2023

#### A. APPROVE THE FINANCE COMMITTEE MEETING AGENDA:

The Finance Committee Agenda was approved and called to order at 2:00 P.M. In attendance Vice President Bouchard, Director Nast, General Manager, Peter Martinez, Office Manager, CJ Dillon, Operations Manager, Jesus (Chuy) Navarro, Clerk of the Board, Erika Davis, Customer Outreach and Support Manager CalPERS, Karen Lookingbill, and CPA, MBA Soares, Sandall, Bernacchi & Petrovich, LLP, Rajju Bajracharya.

# B. DISCUSSION, QUESTION AND ANSWER SESSION WITH KAREN LOOKINGBILL FROM CALPERS REGARDING PREFUNDING EMPLOYEE RETIREMENT AND OTHER POST – EMPLOYMENT BENEFITS (OPEB):

Using a PowerPoint presentation, Karen Lookingbill reviewed the Pension and Other Post – Employment Benefits (OPEB) cost considerations. Finance Committee members and Staff asked questions. Finance Committee members asked that Staff return to the Finance Committee with case scenarios and include numbers specific to the District so they can consider all options and make the most informed decision to bring back to the District Board.

The Board Meeting adjourned at 3:48 P.M.	
Jared Bouchard, Vice-President	



**Board of Directors:** 

SEAN DEBLEY, President
JARED BOUCHARD, Vice President
KRISTINA BREWER, Director
MICHAEL LEBOW, Director
BOB NAST, Director

PETER MARTINEZ General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156

A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCSD.COM

Regular Board Meeting, February 14, 2023

To: Board of Directors

From: Peter Martinez, General Manager

Subject: Authorization to Bid New District Administration and Operations Facility

– CI 401

Item No. D-1

#### **RECOMMENDATION:**

- 1. Receive and file report from Building Site Redevelopment Ad hoc Committee members; Director Debley and Director Brewer; Board discretion.
- 2. It is recommended the Board of Directors authorize the General Manager to solicit bids for the construction of the New District Administration and Operations Facility CI 401.
- It is recommended the Board of Directors authorize the General Manager to execute the Professional Services Agreement in the amount not to exceed \$173,000 for construction management services during the construction of the Administration and Operations Facility.

**FINANCIAL IMPACT:** There is sufficient funding in the Fiscal Year 2022-2023 Capital Improvement Budget (CI 401) to fund the Construction Management Services.

#### **BACKGROUND/DISCUSSION:**

In 1986, the Channel Islands Beach CSD was granted a 10-year Conditional Use Permit (CUP) to operate a service yard in a Residential Beach Harbor Zone. In 1996, the District's CUP expired. The facility was then operating as a legal non-conforming use according to the County's Municipal Code. As part of the CUP renewal process, the District is required to have the facility meet the current American with Disabilities Act (ADA) and County of Ventura Zoning, Building, and Municipal Code regulations.

In January of 2018, the District entered into an agreement with Architects Orange to develop conceptual plans for the District Office and Yard Improvements Project. Architects Orange created six unique conceptual plans for the District's review. District staff performed a thorough review of the six concepts and arrived at two final concepts. In March of 2019, the District entered into an agreement with a local architectural firm (Coastal Architects) to take the project through the schematic design phase, which included architectural programming, development of a final conceptual plan, and submission of the District's CUP application with the County of Ventura. On September 17, 2019, staff hosted a Community Outreach Workshop to receive input from the community to help improve design development.

On October 8, 2019, the Board authorized the General Manager to proceed with submitting the Conditional Use Permit with the County of Ventura for the redevelopment of the District's Administration and Operations Facility. On June 5, 2020, the District submitted the Conditional Use Permit and Lot Merger Applications to Jennifer Welch with the County of Ventura Planning Department. The District then received a Determination of Application Completeness from the County of Ventura on October 28, 2020. In addition, the District received the County's environmental determination that the Project is categorically exempt from the California Environmental Quality Act (CEQA).

On November 10, 2020, the Board approved an agreement with Coastal Architects for final design services for the proposed District Administration and Operations Facility. On June 8, 2021, the Project Team presented (60 percent design) two options to the Board for final design consideration. Due to the increase in cost, the Board decided to develop a Site Redevelopment Ad Hoc Committee with the goal of value engineering the project to reduce overall costs. Staff met with the Site Redevelopment Committee on August 25, 2021 and December 7, 2021 to gather and incorporate feedback to be used in the final design proposal. As a result of collaborating with the Site Development Committee and the Project Team, staff was able to identify areas of optimization for the project. The key areas included simplified building structures, alternative roofing materials, reduction in operations building modifications, and fencing materials. With that said, the revised construction cost estimate received in November of 2021 resulted in cost savings of \$448,708 due to building and yard design optimization. The approved Capital Improvement Project amount for CI 401 is \$1,650,000.

On January 11, 2022 the Board approved staff to proceed from 60 percent design to 100 percent based on the optimized design that was presented. On March 3, 2022, a Public Hearing was scheduled for the District to present to the Planning Commission of Ventura County. This hearing was continued and unanimously approved by the Planning Commission on April 21, 2022. The approval by the Planning Commission granted the District a new 25-year Conditional Use Permit to operate in the current location zoned Residential Beach Harbor. On May 10, 2022, the District submitted Plans to Ventura County Building and Safety for review.

In January of 2023, the District hired S.L. Leonard & Associates to perform a Constructability Review. The goal of this review was to thoroughly review the Plans and identify any errors to allow for corrections prior to the bidding process. The corrections have been made and are reflected in the updated set of plans. Staff is now in position to respectfully ask the Board to authorize the General Manager to solicit formal bids for construction of the new Administration and Operations Facility.

#### **NEXT STEPS**

Event	Date
Advertise Bid	February 15, 2023
Questions Due	February 22, 2023
Mandatory Pre-Bid Conference	March 1, 2023
Bids Due	March 15, 2023 @ 2:00 p.m.
Project Award	April 11, 2023
Project Commencement	June 1, 2023
Project Completion	May 31, 2024

#### ATTACHMENT:

- INVITATION FOR BIDS CONTRACT DOCUMENTSgo to https://www.cibcsd.com/administration-and-operations-facility
- 2. FULL PLAN SET and CIBCSD Project Manual go to https://www.cibcsd.com/administration-and-operations-facility
- 3. AGREEMENT FOR CONSTRUCTION MANAGEMENT WITH S.L. LEONARD & ASSOCIATES

#### PROFESSIONAL SERVICES AGREEMENT

between

#### CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

and

S.L. Leonard & Associates, Inc.

for

### Construction Management Services for the Administration and Operations Facility

The Channel Islands Beach Community Services District, herein "DISTRICT", and **S.L. Leonard & Associates, Inc.**, herein "CONSULTANT", agree as follows:

#### **SECTION 1 - PURPOSE**

Under this Agreement, the CONSULTANT shall provide construction management services during the bidding and construction phase of the District's Administration and Operations Facility. A detailed scope of work can be found in Exhibit A.

#### <u>SECTION 2 - SCOPE OF SERVICES</u>

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

#### **SECTION 3 - TERM**

The term of this Agreement shall be for a period of 18 months commencing on notice to proceed.

#### **SECTION 4 - ACCEPTANCE**

This Agreement constitutes the DISTRICT'S offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT'S approval of, and consent to the terms and conditions of this Agreement herein contained.

#### **SECTION 5 - TERMINATION**

- (a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in accordance with the requirements of Section 2 Scope of Services of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.
- (b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination and upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT'S possession in which the DISTRICT, has or may acquire an interest. Upon any such termination under this Section 5(b), (i) the DISTRICT shall not be liable for any other compensation to CONSULTANT except for services and expenses incurred prior to such date and (ii) neither party shall be liable for any indirect, consequential, special, exemplary or incidental damages, lost revenue, lost profits, or other consequential damages under any part of this Agreement.

#### **SECTION 6 – AGREEMENT ADMINISTRATION**

The Project Manager is the DISTRICT'S designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Pete Martinez, General Manager 353 Santa Monica Dr Oxnard, CA 93035 (805) 985-6021 pmartinez@cibcsd.com

#### **SECTION 7 - CONSIDERATION**

The DISTRICT shall compensate the CONSULTANT on a time-and-material basis at the rates and in the amounts shown in Exhibit "A". Total payments shall not exceed: One Hundred Seventy-Three Thousand (\$173,000) dollars.

#### **SECTION 8 - BILLING**

- (a) CONSULTANT'S invoices shall be submitted on a monthly basis for the previous month's services.
  - (b) CONSULTANT shall submit an itemized invoice that includes:
    - (1) Date or period of service.
    - (2) A complete description of the services performed.
    - (3) DISTRICT'S project name.
    - (4) The name of the DISTRICT'S Project Manager.
    - (5) CONSULTANT'S remittance address.
- (6) Name and phone number of CONSULTANT'S accounts receivable representative.
- (c) When applicable, CONSULTANT'S invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.
  - (d) CONSULTANT shall submit invoices to the following address:

Channel Islands Beach Community Services District

Attn: Accounts Payable 353 Santa Monica Drive

Oxnard, CA 93035

- (e) Incomplete invoices will be returned to the CONSULTANT.
- (f) DISTRICT'S payment terms are **Net 30 days** after receipt of invoice.

#### **SECTION 9 - NOTICES**

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: CONSULTANT

S.L. Leonard & Associates

Sean Leonard

2390C Las Posas Road #453

Camarillo, CA 930010-3496

To: DISTRICT

Channel Islands Beach Community Services District

Attn: Pete Martinez, General Manager

353 Santa Monica Drive

Oxnard, CA 93035

Phone: (805) 985-6021

#### SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. The CONSULTANT is released from responsibility to third parties for the use by DISTRICT of data, reports, and documents on other projects. The CONSULTANT may retain copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONSULTANT without additional compensation to CONSULTANT.

#### **SECTION 11 - CONFIDENTIALITY**

Except as required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or subconsultants to disclose or use any of the content of negotiations or Confidential Information furnished, or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

#### **SECTION 12 - FORCE MAJEURE**

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

#### **SECTION 13 - INDEMNIFICATION**

CONSULTANT shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of CONSULTANT or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from DISTRICT'S active negligence or willful acts.

#### **SECTION 14 - INSURANCE REQUIREMENTS**

- (a) The CONSULTANT shall procure and maintain, for the duration of the contract insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the CONSULTANT, officers, agents, employees, or volunteers.
  - (b) The CONSULTANT shall provide the following coverages:
- (1) Commercial General Liability insurance written on an occurrence basis (Insurance Service Office ("ISO") policy form CG 00 01 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this contract or the general aggregate shall be twice the required per occurrence limit.
- (2) Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability Insurance The CONSULTANT and all sub-consultants shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the work site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The CONSULTANT shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- (4) Professional Liability insurance appropriate to the CONSULTANT'S profession providing coverage for loss, damage or injury arising out of professional acts,

errors or omissions in the amount of \$1,000,000 per claim. If a general policy aggregate limit is applicable to the coverage, the general policy aggregate limit shall apply separately to this contract (with an appropriate endorsement) or the general policy aggregate limit shall be twice the required per claim limit.

- (c) The required limits for the insurance policies required above may be satisfied by a combination of a primary policy and an excess or umbrella policy.
- (d) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:
- (1) Commercial General Liability The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as additional insureds. Additional insured endorsements shall provide coverage at least as broad as Commercial General Liability ISO form CG 20 10 11 85.
- (2) The CONSULTANT'S insurance shall be primary insurance as respects the DISTRICT, its Board Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the DISTRICT shall be excess of the CONSULTANT'S insurance and shall not contribute to it.
- (3) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the DISTRICT, its Board Members, officers, employees, agents and volunteers.
- (4) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.
- (5) The policies may provide coverage which contains deductible or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT.
- (6) Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of ISO form CG 20 10 11 85, as required above, shall be attached

to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

#### (7) All Coverages:

- (i) Each policy required in this Section shall contain a policy cancellation clause that provides that the policy shall not be canceled or otherwise terminated by the insurer or the CONSULTANT or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT, Attention: Project Manager.
- (e) All insurance required by this contract shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current AM Best rating of not less than A:VII unless prior approval is secured from the DISTRICT as to the use of such insurer.
- (f) The CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-supplier.
- (g) All coverages for sub-consultants shall be subject to <u>all</u> of the requirements stated herein. The CONSULTANT shall maintain evidence of compliance with the insurance requirements by the sub-consultants at the job site and make them available for review by the DISTRICT.
- (h) CONSULTANT shall submit all required insurance documentation identified herein to DISTRICT not later than seven (7) calendar days from the initial receipt of this agreement for signature.

#### **SECTION 15 – RIGHT TO AUDIT**

Following execution of this Agreement and for a period of three years following the completion of performance, DISTRICT shall have the right to audit the CONSULTANT'S invoices and all supporting documentation generated in performance of this agreement.

#### **SECTION 16 - ATTORNEY'S FEES**

If any action is instituted to enforce this Agreement, the prevailing party shall be reimbursed all reasonable attorneys' fees, costs of collection, as well as any other costs and expenses incurred in connection with the enforcement effort.

#### **SECTION 17 - ASSIGNMENT**

CONSULTANT shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the DISTRICT.

#### **SECTION 18 - INDEPENDENT CONTRACTOR**

The CONSULTANT is an independent contractor and not an employee of the DISTRICT. Consultant shall be responsible for achieving the standards established by the DISTRICT; provided that the DISTRICT shall have no right to control or direct the details, manner or means by which Consultant accomplishes the results of the Services performed hereunder. Consultant retains the right to contract with and/or perform similar Services for other entities during the term of this Agreement. The parties specifically agree that Consultant shall not be precluded by this Agreement from providing consulting services to others so long as such services do not concern, relate to, interfere with or compete with the Services rendered under this Agreement.

#### SECTION 19 - APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

#### **SECTION 20 - LABOR COMPLIANCE**

- (a) Public Works
- (1) Portions of this project for which services are provided in performance of this agreement may be considered a "Public Work" for purposes of prevailing wage laws.
- (2) Channel Islands Beach Community Services District will file a form PWC-100 with the Department of Industrial Relations ("DIR") for this project, when applicable.
- (3) A consultant, contractor, subconsultant or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered consultant or contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164

or 20103.5 of the Public Contract Code, provided the consultant or contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### (b) Prevailing Wages

- (1) CONSULTANT, subconsultants and subcontractors will not pay less than the prevailing rates of wages. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. CONSULTANT will post one copy of the prevailing rates of wages at the job site.
- (2) CONSULTANT shall forfeit as penalty to the Agency a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid.
- (c) Travel and Subsistence Payments Travel and subsistence payments shall be paid to each worker as specified by the Department of Industrial Relations for the particular craft, classification, or type of work.

#### (d) Hours of Work

- (1) Eight (8) hours' labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or 40 hours during a calendar week of the foregoing hours.
- (2) As a penalty for failure to pay overtime when required, the CONSULTANT, subconsultant or subcontractor shall forfeit to the Agency \$25.00 for each worker for each calendar day during which such worker works more than eight (8) hours and is not paid overtime, and for each week during which such worker works more than 40 hours and is not paid overtime.
- (e) Certified Payroll CONSULTANT shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker. CONSULTANT, subconsultant and subcontractor shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4
- (f) Apprentices CONSULTANT shall comply with the Labor Code concerning the employment of apprentices.

#### <u>SECTION 21 - SUBSTITUTION OF SUBCONSULTANTS</u>

There may be occasion, during the course of this engagement, to substitute or introduce a new subconsultant in order to satisfy the requirements for a specific task request. Introduction of substitute or new subconsultants will be allowed, but, is subject

to the express written approval of the DISTRICT. Such approval shall not be unreasonably withheld.

#### **SECTION 22 - INTEGRATION**

This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the latest signature below.

APPROVED:	
CHANNEL ISLANDS BEACH COMMUNITY	SERVICES DISTRICT
By: Pete Martinez, General Manager	Date
r oto Martinoz, Conordi Managor	
APPROVED AS TO FORM:	
By:	Date
APPROVED:	
S.L. Leonard & Associates, Inc.	
Ву:	Date
Name & Title:	

(please print)

### **EXHIBIT A**



#### **Proposal for Construction Management Services for**

# District Operations Facility Project Channel Islands Beach, CA For



**February 6, 2023** 

Mr. Pete Martinez, General Manager Channel Islands Beach Community Service District 353 Santa Monica Drive Channel Islands Beach, CA 93035

Re: New Operations Facility

Dear Mr. Martinez:

Thank you very much for reaching out and reviewing your exciting development plans for a new 2,800 SF administration building, renovated 1,000 SF building and sitework including a PV system.

S.L. Leonard & Associates is a Camarillo based project management firm, started in 2003 with the Camarillo Public Library being our first project.

The following a a few points to consider:

- I am the founder and CEO, and live in Oxnard Shores, I will make sure the project goes well. I am a past board chair, honorary board member and current supporter of the Boys & Girls Clubs of Greater Oxnard & Port Hueneme.
- We are a certified Minority Business Enterprise and Small Business Enterprise.
- We have worked with Coastal Architects successfully in the past and currently.
- We are familiar with public bids and prevailing wages.
- We have worked with other Special Districts, public agencies and nonprofits in the past.

In the following paragraphs, we introduce our firm and submit our proposal:

#### INTRODUCTION OF OUR COMPANY

After company founder Sean Leonard completed his five-year contract overseeing the succesful design, approval, and construction of Walt Disney Concert Hall at the end of 2003, S.L. Leonard & Associates was born, with The City of Hope Helford Replacement Hospital and the Camarillo Public Library being its first projects. The third project that first year was an affordable housing project in Santa Monica. Since then, due to growth from word of mouth, the firm has continued to specialize in working for public and nonprofit clients. Some of our <u>current</u> projects are:

- DMV renovation, for the City of Simi Valley
- The California Community Foundation's new headquarters in downtown Los Angeles
- Three cottages renovated for transitional aged youth (Project Homekey funding) for Casa Pacifica Center for Children & Families in Camarillo
- Three homes renovated for short term residential treatment (Behavioral Health BHCIP funding) for Casa Pacifica Center for Children & Families in Camarillo
- A new 70,000 sf distribution building for Food Share in Oxnard
- Cypress Place, a two-phase 150-unit affordable housing project for families in Oxnard for People's Self Help Housing
- Villages at Westview Phases I, II, III & IV, 318 units of affordable housing in Ventura for the Housing Authority of the City of San Buenaventura
- Vista Campanario, 69 units of affordable housing in Camarillo for the Area Housing Authority of Ventura County
- Metropolitan Water District's four employee villages in Riverside and San Bernardino counties

Our nine project managers have backgrounds in development, general contracting, architecture & engineering, and we have sat in the seat of most people around the table in meetings.

Mike Iwuchukwu will be your proposed primary day-to-day point of contact, with Sean Leonard providing strategic support as needed.

#### Managing Principal - Sean L. Leonard

Sean will be available for the entire project duration and active in strategic meetings and discussions and providing support to St. Vincent's and the S.L. Leonard team.

#### Senior Project Manager – Michael iwuchukwu

Mike will be your day-to-day contact and doing the "heavy lifting" on this project. Mr. lwuchukwu brings over 30 years experience with a strong construction background to your project.

Mike first joined S.L. Leonard & Associates in 2004 after earning his Bachelor's degree in Civil Engineering with an emphasis in Construction Management from the University of Southern California. Mike & Sean Leonard have worked together since 1987 when they were both assigned to the general contractor's on-site team to build a million square foot office building in mid Wilshire, and have been friends ever since. Mike was employee number two at S.L. Leonard & Associates.

Resumes are included in Exhibit A

#### **EXPERIENCE**

Please see **Exhibit B** for project profiles with client comments.

#### **COST PROPOSAL**

Please see Exhibit C for our fee schedule

#### **PROPOSED SERVICES**

We have attached our proposed scope of work as Exhibit D

#### **CERTIFICATIONS**

We have included our insurance certificate, MBE certification, and SBE certification as Exhibit E

In closing, your project would certainly be an exciting challenge that demands careful, continuous and vigorous oversight. Being a stone's throw from my home and 20 minutes from our office, we will make it a top priority.

We look forward to hearing from you with any questions or further discussion.

Sincerely,

Sean L. Leonard
President & CEO
S.L. Leonard & Associates
2390C Las Posas Road #453
Camarillo, CA 93010-3496
(805) 445-4668 x222
sll@slleonard.com

#### **EXHIBIT A - RESUMES**





Sean Leonard has more than 30 years of experience in the Southern California real estate development and construction industry, He began his career as a concrete subcontractor and progressed to general contracting and development management. During this time, he formed meaningful relationships with leaders of all aspects of the construction industry.

#### **Sean Leonard**

President and CEO

#### **EDUCATION**

Bachelor of Science, Civil Engineering, University of California at Los Angeles

M.B.A., University of Southern California

#### PROFESSIONAL AFFILIATIONS

Sean has been an Adjunct Professor teaching Construction Management at USC's Graduate School of Civil & Environmental Engineering and UCLA Extension

Sean serves on several non-profit boards including the Ventura County Community Foundation (Chair), A Community of Friends (Immediate Past Chair), Casa Pacifica Centers for Children & Families and California Lutheran Homes Foundation

Sean Leonard is fantastic. He's been instrumental in bringing our project forward and is just wonderful. S. L. Leonard & Associates is extremely knowledgeable on construction, architecture and permitting. Our project is getting done in a timely manner and on or under budget. The firm is price competitive, and the services are exceptional. Sean provides a soothing, calming factor which is very helpful when dealing with board members and volunteers. He's always a call or email away and very responsive.

Mark Elswick, Former CEO Boys & Girls Clubs of Greater Conejo Valley

#### RELEVANT EXPERIENCE

One of S.L. Leonard's first clients in early 2004 was the City of Camarillo who enaged Mr. Leonard to manage the construction of its new library.

As the Pricipal in Charge on your project, Sean will be utilizing his big picture thinking and high-level negotiation skills. Through his relationships with leaders of all aspects of the industry, Sean knows how to bring the appropriate resources into projects at the appropriate time and is an expert at project closeouts and turnarounds.

Through the USC School of Civil and Environmental Engineering, he has been an adjunct professor and taught in both the Master of Construction Management and the Master of Science in Civil Engineering degree programs. Through the UCLA Extension program, Sean lectures on construction management and received the 2013 Distinguished Instructor Award.

#### **Client Testimonials**

S.L. Leonard & Associates is highly regarded as straightforward, honest, trustworthy and fair. Sean and his team look at every possible angle to determine the most effective and efficient way to shepherd the project through to completion.

Kevin Kildee, Mayor City of Camarillo

I don't know how we would have gotten to where we are today on the major addition and renovation of the Boys & Girls Club of Camarillo without S. L. Leonard & Associates (SLL). We simply didn't have the expertise or experience in-house to handle this type of job. Hiring SLL was the most significant step we took to make the construction happen expeditiously and within budget. SLL helped us write a preconstruction contract, select Staples Construction, and watch every step and penny of the project. The team, led by Sean Leonard and Bonnie Francisco, reviewed every proposed change of scope and every purchase order. They provided important consultation as we addressed some legal issues along the way. The Club's Construction Team greatly appreciates the invaluable service that SLL has provided over the past two years.

Jerry Clifford, Board Chair Jamboree Housing Corporation





Michael Iwuchukwu has 30 years' experience managing projects in the public and private sector. He has worked as an Owner's Representative, as well as for major General Contractors including his own construction company. Mr. Iwuchukwu first joined S.L. Leonard in 2004 and helped launch the firm's affordable housing division.

#### Michael Iwuchukwu

Senior Project Manager

#### **EDUCATION**

B.S. in Civil Engineering with an emphasis on Construction Management, University of Southern California

"S.L. Leonard & Associates brings an important element to the table: Because they focus on the details of building, negotiating and bidding, we are freed up to focus on accomplishing our vision. And because they have worked every job around the table at most construction meetings, they bring credibility in working with the contractors. Their requests are always grounded in experience, which makes the process much more productive. Sean and Mike make a nice team—Sean has a quiet authority and Mike is always prepared to push hard to represent the client. Together, they maintain the positive relationships necessary to keep the project moving along with the client's interests well represented."

Chris Velasco, President PLACE

#### **RELEVANT EXPERIENCE**

#### Working Artists Ventura VENTURA, CA

Scope: Ground Up four story, 82-unit mixed use project with podium. 69 affordable units with 13 for sale market rate units. LEED certified

**Charles Drew University of Medicine & Science** LOS ANGELES, CA Scope: 63,000 sf new Life Sciences and Nursing Education Building

Janss Court SANTA MONICA, CA

Scope: Six Story 130,000 sf mixed use project with 4-levels of subterranean parking.

#### Wilshire Courtyard LOS ANGELES, CA

Scope: one million square foot ground up office building with 950,000 square feet of subterranean parking

#### City of Hope Helford Replacement Hospital DUARTE, CA

Scope: New state of the art \$200 million replacement hospital tower.

Wilshire & Lapeer LOS ANGELES, CA

Scope: 78,000 square foot new office building

**811 Wilshire** LOS ANGELES, CA

Scope: 300,000 square foot adaptive re-use office building

"Sean and Mike are just terrific, and they offer a balanced perspective. We were having some bumpy spots with Olive Court and had gone through several construction project managers. I was beginning to think maybe we shouldn't even hire one! But after seeing the work Sean and his team did on Fuller Lofts, we decided to bring him on board for this project, even though it was late in the game. Mike has been great as an interface between me and the contractor, allowing me to not be in the firing line."

Claire Bowin, Development Director Livable Places

#### **EXHIBIT B - PROJECT PROFILES**



### S.L. Leonard & Associates Building Success from the Ground Up!

At S.L. Leonard & Associates, our mission is to fulfill the owner/developer's vision through cost-efficient and timely project development that includes careful selection and decisive management of designers and contractors, effective coordination with regulatory agencies, clear communication and proactive strategies that keep the project on track.

We focus on the following elements in the coordination and management of your project:

- · Owner representation
- · Development management
- · Project management
- · Construction management

#### On Time and On Budget

S.L. Leonard & Associates ensures your project remains on-time and on-budget. Each of our senior level project managers brings a minimum of 20 years experience to the development table. With more than 25 years experience in Southern California real estate development, we offer our clients unmatched expertise in the field. With the guidance and careful attention of Sean Leonard, president, our team-building approach accelerates solutions for your development needs to ensure maximum fulfillment of the owner/developer's vision. S.L. Leonard & Associates carries \$2,000,000 of General Liability Insurance and \$1,000,000 of Professional Liability insurance.

Two of S.L. Leonard's projects were named AIA Presidential Honorees for Building Team of the Year.

#### From Day One - We Get to Work

When a client signs on S.L. Leonard & Associates, we get to work. Our development process features the following core elements:

- · Selecting appropriate and compatible consultants and contractors
- · Managing entitlements, including design, construction and regulatory requirements
- · Managing relationships and communications with public entities
- · Board liaison
- · Contract negotiations
- · Hands-on project management
- Project turnarounds
- · Settlement negotiations
- · Project closeout

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### Casa Pacifica Master Plan Expansion

#### Project Description:

S.L. Leonard & Associates was engaged by Casa Pacifica Centers for Children & Families to expand its campus located in Camarillo, California. Casa Pacifica offers adolescent and family services designed to treat victims of abuse and neglect, substance abuse, homelessness, and other behavioral and mental health issues.

- · Campus infrastructure improvements including parking, wet and dry utilities and flood plain grading throughout the 24-acre campus.
- · New dormitory consisting of two wings and 9,000 square feet.
- · New administration and meeting space in a 24,000 square foot building.

Project team with S. L. Leonard & Associates:

Architect: P + K Architecture Interior Design: view design studio

Civil Engineer: M3 Civil

#### Project Highlights:

- · Procured all design and construction services including security, audio and video systems, and technology infrastructure.
- · Oversaw value engineering efforts and consolidated three buildings into one, resulting in savings in excess of \$1 million.
- · Managed contractors and design teams, led weekly construction meetings, reviewed payment applications, and monitored schedule and quality.
- · Maintained the project budget, delivered an overall net savings to the client upon completion.
- Reported to senior executives and interfaced regularly with board of directors and donors.

#### In Our Clients' Words:

S.L. Leonard & Associates has been fabulous to work with. Sean is very professional, experienced, steadfast and calm.

Perla is outstanding—really knows her stuff and understands the business inside out. She has a terrific relationship with all the contractors, the architect and the entire team, and is very well respected by everyone at the table. She helped to educate me on many things and keeps me updated. She is my go-to person, and she stays on top of it all.

I highly recommend S. L. Leonard & Associates.

Vicki Murphy, COO - Casa Pacifica

Working with S. L. Leonard & Associates worked out extremely well and was a great investment. Sean helped us assemble the right team, which was key, because we had limited knowledge about vendors. He cut time and risk from the equation by bringing the right players together. He also coached us through the entitlement process and helped us pace the project because it was funded by a capital campaign.

Perla was fantastic, very knowledgeable all the way down to the details, and she was able to resolve any conflicts equitably. She and Sean were able to interpret technical and regulatory information into language that we could understand. She and Sean knew when to pressure vendors and our team to keep the project moving on time and on budget.

Michael Redard, CFO - Casa Pacifica





Paseo Del Rio



Hacienda Guadalupe



Villa Victoria



Courtyard at Harvard



Paseo Santa Clara

## CABRILLO ECONOMIC DEVELOPMENT CORPORATION

S.L. Leonard & Associates serves as project management consultants for this community building group, coaching and assisting staff with operations procedures and project-specific management issues, attending design and construction meetings, performing constructability reviews, arbitrating disputes, negotiating contracts and reviewing schedules, budgets and estimates.

#### Riverpark—Paseo Santa Clara, Oxnard

Architect: Carde Ten Architects Architect: Fountainhead 55 Units: Units: 150 (renovation)

2009 Opened:

#### Riverpark—Paseo Del Rio, Oxnard

Architect: Carde Ten Architects

Units: 2009 Opened:

#### Hacienda Guadalupe, Oxnard

Architect: Michael Faulconer

Units: 26 Opened: 2007

#### Villa Victoria, Oxnard

Architect: Michael Faulconer 54 (10 buildings) Units:

Opened: 2007

#### Gonzalez Road, Oxnard

Architect: Michael Faulconer

Units: 36 2010 Opening:

#### The Santa Paulan, Santa Paula

Opened: 2008

#### Courtyard at Harvard, Santa Paula

Architect: Main Street

Units: 35 Opened: 2008

#### Vista Hermosa, Santa Paula

Architect: Fountainhead

Units: 2007 Opened:

#### Citrus Place, Ventura

Architect: Piekert Group

Units: 2011 Opening:

#### Fillmore Central Station, Fillmore

Architect: Fountainhead

Units: 29 Opening: 2010

## In Our Clients' Words:

Cabrillo hired Sean to help our growing organization improve operations between the development and construction management staff. Sean identified the areas that needed improvement and provided a productive course of action to rectify the issues. Sean's expertise has been invaluable in helping our staff keep our projects on track. Our six project managers learned a great deal from observing his work style and demeanor. Sean taught them how to empower themselves to take charge, obtain supervisor support, plan and execute meetings, and follow up on action items. His strong work ethic and vast experience inspired our project managers. We are very happy with the work that Sean and his team have done and look forward to continuing to work with them in the future.

#### Rodney Fernandez **Executive Director**

Sean worked with our construction and development departments to help us improve the working between the two groups. The result has been better communication between development and construction staff, improved schedules and better control over budgets. That project is under budget and will be completed on schedule.

Karen Flock Real Estate Development Director

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# VENTURA COUNTY COMMUNITY FOUNDATION NONPROFIT CENTER

## Project Description:

Created to be a hub for local nonprofits and community leaders, the VCCF Nonprofit Center is located along the Highway 101 corridor in Camarillo. Housing 18 nonprofits, the building includes a center for nonprofit leadership complete with a library and three classrooms wired for computers, projectors and internet access. There is also a community room which can hold up to 175 people.

Owner/Developer: Ventura County Community Foundation
Architect: Mainstreet Architects and Planners

Interior Designer: View Design Studio

Square Footage: 53,000 Community Room Capacity: 175 people

Call Center: 2-1-1, 24/7, with modular emergency generator connection capability

Final Tenant Move in: October 1, 2013

## Project Management Highlights:

- · Represented the owner in selecting and managing the design, consulting and construction teams
- · Project built over five phases as new tenant leases were signed
- · All phases completed under budget and ahead of schedule
- · Interfaced with multiple agencies and tenants, liaison with client staff and board representatives
- · Coordinated tenant low voltage contractors and FF&E procurement and installation

#### Tenants:

- · Ventura County Community Foundation
- · VCCF Center for Nonprofit Leadership
- · VCCF Center for Philanthropy
- United Way of Ventura County
- Interface Children and Family Services and 211 Ventura County
- · Arrow Child and Family Ministries
- Kids and Families Together
- The Partnership for Safe Families and Communities of Ventura County

- Area Christians Taking Initiative of Need (Action)
- · Ventura Center for Dispute Settlement
- $\cdot\,$  Big Brothers Big Sisters of Ventura County
- · New West Symphony Association
- · Make-a-Wish Tri Counties
- Gold Coast Veterans Foundation
- · The Social Justice Fund for Ventura County
- Ventura County Housing Trust Fund
- · Congress of California Seniors
- · Ventura County Military Collaborative

#### In Our Clients' Words:

After 25 years in our prior location, we were moving into a brand new facility that required extensive tenant improvements. Sean made sure that timelines and budgets were kept, and that all commitments we got from the building owner, Sean's client, were met. Throughout the process, everything went extremely smoothly, and when we did have a sound-proofing issue, Sean had a sound engineer come out, do some tests and then Sean came up with a cost efficient solution. He's an excellent problem solver and very pleasant to work with.

#### Jo Bowers, CFO - Interface Children Family Services

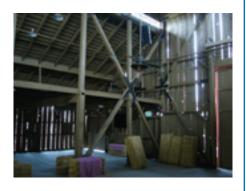
From his first day on the job, Sean became an indispensable member of the team. Because Sean possesses strong critical thinking skills and has tremendous experience with complex construction contracts and payment systems, he rapidly established himself as the trusted interface for managing all aspects of the construction process from initial estimates to final payment and releases. I was especially impressed to see that he was soon trusted as much by the construction company counterparts as he was by me. This mutual trust and credibility was a key ingredient to forging a strong team focused on the same end results for our project in terms of cost, quality, and timing.

Stacy A. Roscoe 38 roject Coordinator for the Ventura County Community Foundation









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## CAMARILLO RANCH BARN

## Project Description:

One of the oldest landmarks in the city, the Camarillo Ranch Barn is 104 years old and was refurbished for more than \$850,000 to host events. Renovations include seismic upgrades, replacing the dirt floor with concrete, adding a new roof, storage, restrooms, food prep and servery, as well as audio-visual capabilities, fire sprinklers, fire alarms, interior and exterior lighting, air conditioning and code-compliant disabled access. The exterior appearance will remain the same.

Contractor: Tasco Construction

Architect: Firmitas Architecture and Planning

Square Footage: 5,300

Capacity: 250 people
Completion date: July 2009

Building Owner/Developer: City of Camarillo

## Project Highlights:

- · Completed project on budget and within schedule
- · Oversaw development of public bid documents, advertising for bids and bid management and review
- · Negotiated contractor agreement, change orders and oversaw weekly construction meetings
- · Monitored schedule progress, submittals and information requests
- · Coordinated with city staff and Camarillo Ranch Foundation

## In Our Clients' Words:

The city was very satisfied with the performance of S.L. Leonard & Associates on another project, and SLL had a proven track record of providing project management expertise in all areas of development—contract administration, finance and construction. Randy used diplomacy while representing the City of Camarillo so that the project team—architect, contractor, board of directors and the city—were held accountable, yet not offended, in resolving issues. This led to keeping the project on schedule and on budget. SLL is a cost-effective way of managing your projects without the financial burden of carrying full-time city staff. They are professional, responsive and quick studies in handling the project management leadership role.

Bruce Feng Assistant City Manager

Because we were remodeling, we had some changes as we went along, but Randy was really an excellent construction manager. He stayed on top of the project, delved into the issues and came up with solutions. He was always available to us when we needed him and was fair to both the contractor and the client, helping everyone arrive at a common solution. He really added value to the final product.

Bill Little

Board Member, Camarillo Ranch Foundation Former City Manager, City of Camarillo











## CAMARILLO PUBLIC LIBRARY

## Project Description:

New public library with state-of-the-art technology, meeting and conference space, café and highly themed children's areas on a 10 acre site

Architect: Charles Walton Associates

Square Footage: 65,000 Site Size: 10 acres

Number of Floors: 2

## Project Management Highlights:

S.L. Leonard managed this highly themed and successful project as the city's project manager from the inception of the design development stage through occupancy. The firm provided scheduling, constructability reviews and estimating. S.L. Leonard researched and recommended a multi-prime delivery method to the city, succeeded in avoiding the mega-inflation impacting projects bidding in 2004 by receiving bids within 3% of budget. The trade work was bid on a pre-qualified basis. Throughout the process S.L. Leonard interfaced with city staff & city council members and coordinated with county and state agencies.

#### In Our Clients' Words:

Working with a construction project manager instead of a general contractor was new for our city. I was impressed by how quickly Sean and his team gained the respect and acceptance of the Camarillo City Council, and began educating and advising us on how to meet budget constraints while also staying on schedule. Sean never sold, just educated, advised and directed. With commitment and direct communication, he pulled together and managed a team of diverse personalities and interests. We are very fortunate to have him on our team.

## Jerry Bankston Camarillo City Manager

We needed someone who could manage our project tightly, and we're very pleased with the way S.L. Leonard & Associates is handling our new library. Sean's leadership is keeping the project on budget and on schedule. He resolves any issues quickly, as they arise. He's an excellent communicator with all parties: city officials, contractors, architects and others, and that's key to keeping the project on track.

### Robert Westdyke Camarillo Assistant City Manager

S.L. Leonard & Associates is highly regarded as straightforward, honest, trustworthy and fair. Sean and his team look at every possible angle to determine the most effective and efficient way to shepherd the project through to completion.

Kevin Kildee Mayor, City of Camarillo











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## VILLAGE CHRISTIAN SCHOOL, MULTIPLE PROJECTS

## **Project Description:**

As one of the school's biggest projects in 25 years, this three-tiered project included converting an existing gymnasium into a multi-purpose performing arts venue and developing two new facilities: a Performing Arts Annex, including a black box theater, and an Athletic Training Facility.

## Project Management Highlights:

- · Oversaw entire project budget for the multiple projects
- · Managed procurement of all consultant and contracting services
- · Led the entitlement process and secured a Conditional Use Permit
- · Coordinated with campus stakeholders

#### KENDALL PAVILION

Square Footage: 16,500

Architect: NTD Architecture

Highlights: Transformed gymnasium into a multi-purpose performing arts venue

· Project included lobby and building façade renovation

 $\cdot$  Multi-prime delivery of rigging, acoustic drapes, stage drapes, performance lighting, audio/video, removable risers and theater seating

#### PERFORMING ARTS ANNEX

Square Footage: 5,000

Architect: NTD Architecture

Highlights: Flexible space to accommodate band and dance practice,

rehearsals and performances

· Project included building a black box theater

#### ATHLETIC TRAINING FACILITY

Square Footage: 2,200

Delivery: Design/Build

Highlights: Concrete apron and roll-up doors allows athletes to work

outdoors, weather permitting

· Utilized prefabricated metal building technology

· Built in 10 weeks

#### In Our Client's Words:

Sean and S.L. Leonard & Associates saved our school a lot of money, time and headache. This project was our largest in the past 25 years. The construction and remodel of a performing arts center and theater was complicated. As the owner's representative, Sean and his team held every contractor and the architect accountable, even at the end of the projects, scrutinizing minutia on the billing to protect our interests.

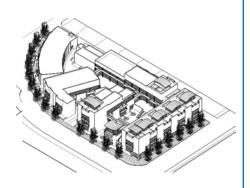
When there were issues with a contractor, the S.L.L. team stepped in and did whatever it took to get the project finished before school started. They went above and beyond. Sean brought a lot of knowledge, ideas and solutions. He also pushed us to maintain top quality throughout and not compromise on quality. We are glad he did. The S.L.L. team did more than we ever anticipated and the result was a project that exceeds our expectations, and it came in significantly under budget while being on time.

Tom Konjoyan, head of schools Village Christian School









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## THE WORKING ARTISTS VENTURA PROJECT (WĀV)

## **Project Description:**

A \$57 million, state-of-the-art community designed for artists and creative businesses, WĀV will offer affordable living and working space for more than 100 artists. The project will include an amphitheater and space for arts-friendly small businesses such as coffeehouses, galleries, cafes, wine bars and jazz clubs. The WĀV project will include supportive housing and crucial services to those at the lowest end of the income scale. Market-rate condominiums with ocean views will help to subsidize the affordable housing. The entire community will be designed and built to the highest standards of green building technology as LEED™ certified.

Building Owner/Developer: Projects Linking Art, Community & Environment (PLACE)

and John Stewart Company

Architects: Santos Prescott Architects and Carde Ten Architects

Contractor: Bernards Construction

Building Size: 130,000 square feet, 4 floors

Total Property Size: 1.7 acres

Housing units: 13 market-rate units, 69 affordable housing units

Commercial space: 6,100 square feet

## Project Management Highlights:

- · Oversaw qualifications and bidding of general contractors and negotiated agreement
- · Interfaced with city, state and union officials
- · Procured services and negotiated agreements for civil engineering, dry utility consulting, archaeology and Native American consulting, deputy testing and inspection services, and OCIP quality control services
- · Reviewed monthly payment applications, scheduled updates and negotiated change order requests
- · Participated in public meetings, buyer meetings, LEED meetings and utility meetings

#### In Our Clients' Words:

S.L.Leonard & Associates brings an important element to the table: Because they focus on the details of building, negotiating and bidding, we are freed up to focus on accomplishing our vision. And because they have worked every job around the table at most construction meetings, they bring credibility in working with the contractors. Their requests are always grounded in experience, which makes the process much more productive. Sean and Mike make a nice team—Sean has a quiet authority and Mike is always prepared to push hard to represent the client. Together, they maintain the positive relationships necessary to keep the project moving along with the client's interests well represented.

#### Chris Velasco President, PLACE

S.L. Leonard was the magical missing piece to make the WAV project a reality. It's an incredibly complex project to construct, and we just didn't know how to make it happen. It includes affordable housing, a performing arts theater, transitional living, art studios, live-work space, it's all LEED certified, and on and on. The city was excited by the new urbanist principles it embodies, but was concerned about how to get it built. PLACE brought Sean's team on board before the bid process, and he guided everything. He was always right on the mark to ensure success for us all.

Sid White

Economic Development Manager, City of Ventura











## HILLCREST VILLAS

## Project Description:

Affordable housing with one-, two- and three-bedroom units designed in an Italian Villa style in Thousand Oaks.

Owner/Developer: Many Mansions

Architect: Lauterbach & Associates, Architects

Square Footage: 64,000

Number of Buildings: 5 residential buildings and 1 community building on a 3 acre site

Number of Units: 60

Parking: 114 in structure and carports

Sustainable Features: Solar hot water system, certified Green Communities project

## Project Highlights:

- · Performed constructibility reviews
- · Managed the public bid process
- · Negotiated the guaranteed maximum price contract with successful general contractor
- · Negotiated \$80,000 reduction in one change order request for unforeseen underground conditions, and realized a final 5.8% savings in the GMP contract

#### In Our Clients' Words:

"Sean, Randy and the S.L. Leonard & Associates were core members of our project team, and made a significant contribution to the success of our project. Their mere presence mitigated a lot of potential conflict. They scrutinized all change orders and payment requests so we did not have to worry about it as much. They more than paid for themselves in staff time and in savings of hard project costs. As such it is not surprising that the project came under budget. In the future we plan to get them involved earlier in the design phase. They made the entire project easier on everyone—the architect, general contractor and our staff. Everyone has a great deal of respect for them."

Alex Russell
Executive Vice President of Housing Development, Many Mansions

"Due to their strong reputation, I had very high expectations of S. L. Leonard & Associates from the beginning, and they exceeded them. Randy's technical knowledge enabled him to pinpoint any issues or potential issues that would affect our 'critical path' (construction schedule). Randy and Sean were extremely responsive and always available even beyond the contracted weekly construction meetings. Sean, Randy and the S.L. Leonard & Associates are a great resource at every stage of construction and continue to be even after project completion."

Mark Trinidad Senior Project Manager, Many Mansions







## Museum of Ventura County Expansion

## Project Description:

The \$12 million expansion of the Museum of Ventura County includes special exhibitions for local artists, tours, art classes, concerts and lectures. The project also includes a new education center and event pavilion, as well as the expanded Berry Research Library. The museum hoped to double the number of visitors each year to more than 100,000 with the expansion.

Architects: A. C. Martin & Associates and Houston/Tyner Architects

Total added square footage: 25,000

Other square footage: Event pavilion, 4,000; Plaza, 6,680

Library and research center, 3,300

Capacity: Event pavilion, 610; Total, 1,952

Completion date: First phase, April 2010

Building Owner/Developer: Museum of Ventura County

## Project Management Highlights:

- · Performed all project management activities from start to completion of project, including project meetings, minutes, RFIs, submittals, change order requests, schedule and updates.
- · Oversaw and approved value engineering exercise.
- · Negotiated final contract agreement between general contractor and owner.
- · Procured and coordinated owner consultants for soils inspection, deputy inspection, and Native American and archaeological monitoring.
- · Performed constructibility review, project financial reporting and monthly reports.
- · Reported to museum director and board of directors.

## In Our Clients' Words:

The team at S.L. Leonard & Associates is professional, honest, hardworking and extremely organized. S.L. Leonard joined our effort after the architecture was complete and general construction contract budget negotiated. S.L. Leonard provided invaluable service in finalizing the general contractor's agreement and value engineering. Once construction began, S.L. Leonard managed subcontracts, lien releases, invoicing, critical path management and weekly job site meetings. They have earned our confidence and have become integral to the success of our project. Knowing they are monitoring the construction allows us to focus on equally, if not more, important issues like fundraising.

Kevin McAtee Museum Board member

The museum recently completed Phase I of an expansion project at a cost exceeding \$3,000,000.00. Although we had worked closely with the contractor during the design phase of this project, we determined it was prudent to engage S.L. Leonard & Associates, Inc. to assist us in supervising the construction...Their mere presence improved the professional and efficient scheduling of the project overall.

John Orr

Chairman of the Board, Museum of Ventura County















#### www.slleonard.com

## ENCANTO DEL MAR AND SOHO APARTMENTS

## Project Description:

S.L. Leonard & Associates worked with the Housing Authority of the City of San Buenaventura to complete these two apartment buildings, creating affordable housing for Ventura's workforce.

## Encanto del Mar Apartments:

Affordable housing units ranging from one bedroom to three bedroom units, arranged around a series of courtyards.

Design Architect: Mainstreet Architects and Planners

Square Footage: 49,800

Number of Buildings: 3 Number of Units: 37

Parking: Surface and subterranean Sustainable features: Solar hot water system

## Soho Apartments:

Provided preconstruction services for a 12-unit affordable housing project in Ventura completed in October 2011. Most are 2-story, 2-bedroom units ranging from 1,000 to 1,200 square feet, centered around a courtyard.

Architect: Mainstreet Architects and Planners

Square footage: 18,000

Number of stories: 2

## Project Highlights:

- · Managed preconstruction efforts, value engineering and constructability reviews
- · Recommended Rammed Aggregate Pier foundation system to mitigate high water table
- · Handled complex public bid and contract negotiations
- Provided project management during construction including negotiating the cost for the addition of a community garden on an adjacent lot

#### In Our Client's Words:

"Sean and the team members at S.L. Leonard provide their clients with exceptional support in the construction process, bringing expertise to companies and organizations that often are unfamiliar with the construction process. As an architect, I find their contribution as Owner Representatives invaluable in keeping the project moving forward, and assuring the process is well managed."

Nick Deitch

Founding Partner, Mainstreet Architects and Planners, Inc.

"Their constructability review and value engineering resulted in significant cost savings to the project, with bids less than our architect's estimates. The complex contract negotiations were handled professionally and many potential issues were resolved to the mutual satisfaction of both parties."

Loretta McCarty

COO Affordable Housing Department, City of San Buenaventura











# Oaks Christian School Projects: Bedrosian Pavilion and Middle School

## Project Description:

S.L. Leonard and Associates worked closely with Oaks Christian School to create a multi-use facility that supports the performing arts and sports, and provides a large group meeting room for assemblies and dances, and classrooms for band, choir, dance and broadcast. SLL also helped the school transform a 70,000-square foot, two-story office building and parking lot into a complete middle school campus, linked to the existing high school campus across the county flood control channel.

#### Bedrosian Pavilion

Architect: NTD Stichler Architects

Gross Square Footage: 30,000

Performing Arts Center: 15,000 square feet, 547 seats

Classroom Square Footage: 15,000 Number of Floors: 2

#### Middle School

Architect: The Albert Group Architects

Square Footage: 70,000 Number of Floors: 2

## Project Management Highlights:

- · Oversaw at committee level the campus facilities and development process.
- · Authored request for proposals.
- · Negotiated designer agreement and Contractor Guaranteed Maximum Price Contract.
- · Facilitated hiring of construction manager.

#### In Our Clients' Words:

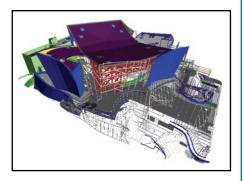
We are so grateful for Sean's help with the Bedrosian Pavilion project. He made sure the entire process was smooth and coached us on ways to save money without compromising quality. His expert advice made all the difference. Sean is not only a good project manager, but a great person.

Paul J. Oberhaus Vice President Business Operations-CFO Oaks Christian School

During the planning phases of the project Sean gave many helpful and cost-saving ideas and has worked with the Facilities Committee to look at plans, and interface with the architects and contractor. He also assisted us in finding a construction manager and participated in the selection process. Sean is knowledgeable of the building process and is a man of integrity.

Jeff Woodcock Headmaster Oaks Christian School









## WALT DISNEY CONCERT HALL

## **Project Description:**

Prior to founding S. L. Leonard & Associates, Sean was the Senior Vice President of Project Management for the owner of the world-acclaimed concert hall. The Concert Hall includes a 2,265-seat auditorium, a 250-seat multi-use theater, 600-seat capacity pre-concert hall, artist suites and rehearsal rooms, a 6,000-pipe organ, library, restaurants, gift shop, expansive art gallery, office space, conference rooms, two outdoor amphitheaters and public gardens. After starting S.L. Leonard & Associates, Sean and his team continued to consult with the project owners.

Owner: Walt Disney Concert Hall, Inc.

Contractor: M. A. Mortenson

Architect: Gehry Partners, LLP

Gross Square Footage: 334,000

## Project Management Highlights:

- · Managed the design and construction of the Concert Hall during the five-year design and construction period
- · Pioneered the implementation of Building Information Modeling
- · Implemented 4D modeling
- · Completed project within 2% of budget and on time for high-profile opening of the Los Angeles Philharmonic

#### In Our Clients' Words:

Building Walt Disney Concert Hall was a rewarding challenge for all involved. There were a lot of cooks in the kitchen, and the extremely high visibility of the project created an expected high level of anxiety. Sean was a key reason I always saw the process as smooth and manageable: His ability to provide me with information, guidance and details in a timely fashion was paramount in successfully integrating the end user into a complex web of construction. The Philharmonic was lucky to have Sean as the project manager for our new home, and we will always be grateful for his help.

Arvind Manocha Chief Operating Officer Los Angeles Philharmonic Association

During the construction of the music library, we faced some major obstacles. However, in every case Sean facilitated the resolution effectively and amiably to the satisfaction of all parties. My encounters with Sean were always pleasant and met with the utmost professionalism. The building of this most unique hall was steered by a talented and devoted project management group. The successful completion and outstanding results were recognized and celebrated by many worldwide.

Kazue McGregor Librarian Los Angeles Philharmonic Association

www.slleonard.com











photo credit: Pentaprism

## SEQUOYAH SCHOOL MULTIPLE PROJECTS

## Project Description:

2010: Perimeter and infrastructure enhancement of an aged and historical K-8 campus on Caltrans property. This improvement was designed to enhance the property as well as provide added safety while maintaining campus visibility to the community.

2011/2013: New construction project consisting of three high performance buildings including a multipurpose room, laboratory and classrooms added to increase capacity and capabilities.

Client: Sequoyah School

Architect: FUNG+BLATT Architects

Square Feet: 11,600 Completion Date: August 2013

## Project Management Highlights:

- · Managed budget, design consultants and contractor from concept to completion.
- · Negotiated Architect agreement, and Contractor preconstruction and GMP Agreements.
- · Led weekly site meetings, issued minutes and managed changes and schedule adherance.

#### Sustainable Features:

- · Designed buildings ready for installation of photovoltaic system.
- · Recycled and reused construction waste.
- · Used permeable paving in landscape to reduce rain run-off.
- · Created downspouts and rain garden to move water from roof to subterranean rain storage units where water is cleansed before being recharged into an aquifer.
- Installed high efficiency variable refrigerant volume air conditioning system to save energy; high efficiency air filters; zero use of CFC-based refrigerant; and CO2 sensors to monitor CO2 levels in classrooms.

#### In Our Clients' Words:

Principal, Sean Leonard, and Senior Project Manager Randy Lawrence kept the complex project, involving multiple stakeholders, and a tight schedule, on track from design development through to successful fall completion. Randy and Sean offered consistently wise counsel saving the school time and money at critical points. They were available to meet with the board of trustees, and school community, to address concerns, building confidence that the school could undergo construction on its campus during an academic year successfully.

Josh Brody Director, Sequoyah School

In 2010, when we sat down with Sean to explain our project, we had high hopes, initial drawings, a very small budget and a bit of anxiety. Students, parents, alumni, trustees and teachers are delighted. Our neighbors consider the project a gift to the community. While at first we debated whether we could afford a construction manager, we know your services were an essential investment. We recommend S.L. Leonard & Associates without reservation.

Ali Barar, AIA Trustee, Sequoyah School











#### www.slleonard.com

## THE MASTER'S COLLEGE, MULTIPLE PROJECTS

## Project Description:

In 2009 and 2010, S.L. Leonard & Associates assisted The Master's College in developing its \$40 million master plan for the campus.

In 2011, the new campus showcase, the Welcome Center and Legacy Room were completed under a multi-prime delivery led by S.L. Leonard & Associates.

In 2012, S.L. Leonard & Associates managed the design and construction of a state-of-the-art recording studio in the Music Center and led the design team to create modern laboratory and classroom spaces in the 10,200 square foot Reese Center for Science and Mathematics building. Lab equipment, furniture, new piping and restrooms were added. Construction was completed on schedule Fall 2013 and under budget.

Master Plan Architect: Behr Browers ArchitectsSquare

Welcome Center and Legacy Room Architect: Timeless Architecture

Recording Studio: V.G. Engineering

Reese Center for Science and Mathematics: E.C. Lind Architect

## Project Highlights:

- · Conducted strategic discussions with staff and board of directors
- · Coordinated with consultants during design and entitlements, negotiated contracts and oversaw development of the budget and schedule
- · Managed contractors including running weekly meetings, reviewed payment applications and monitored schedule and quality
- · Monitored schedule cost and close out

#### In Our Clients' Words:

S.L. Leonard & Associates has provided The Master's College with the highest level of professional leadership on multiple projects. Both Sean and his team are characterized by personal integrity, reliability, and competency. Their expertise related to local and state codes assure their clients that efficiencies and cost effectiveness are features of a job well done. I recommend S.L. Leonard & Associates confidently.

Dr. Mark Tatlock Executive Vice President and Provost, The Master's College

I once heard someone say that Sean has a velvet glove with a club inside; he knows how to treat people well and still be firm. It was my job to make sure this project worked out in the field. We interviewed S.L. Leonard & Associates along with three other consultants, and I would have no problem bringing him back on board for another project. He attended our project meetings with contractors, asked good questions and helped us determine where we might have problems and how we could fix them. The wagon master is the guy who sets the tone for the team, and his team members were of like quality. My interactions with S.L. Leonard & Associates were nothing but stellar.

**Bob Hotton** 

Vice President, Operations, The Master's College











# THE CALIFORNIA ENDOWMENT ADMINISTRATIVE OFFICES AND COMMUNITY CONFERENCE AND RESOURCE CENTER

## **Project Description:**

Office building and community conference center with state-of-the-art audio/visual and information technology capabilities, food service, child watch, wireless technology and extensive artwork.

Owner: The California Endowment
Design Architect: Rios Clementi Hale Studios

Interior Designers: DMJM Rottet

Executive Architects: House & Robertson Architects

Contractor: Matt Construction

Gross Square Footage: 201,000 Site Size: 6.5 acres

Number of Floors: 4

Parking: 162 subterranean, 125 surface

## Project Management Highlights:

- · Managed design and construction change orders resulting in under budget completion
- · Client moved in three months earlier than planned prior to SLL's involvement
- · Completed land purchase negotiations from the U.S. Postal Service
- · Renegotiated several key contracts
- · Oversaw LEED certification process
- · Negotiated and resolved environmental issues with USPS
- · Oversaw recovery of time lost due to unforeseen underground conditions

## In Our Clients' Words:

As we began construction, S.L. Leonard & Associates came on board for management and oversight of an existing team. They stepped in without a hitch. The transition was smooth and everyone is delighted with their consistent leadership and sound organization. Communication has been excellent. Sean translates 'development-speak' into real language so we know the status and the conditions of the progress. Our board is very pleased with how the project is proceeding.

Robert K. Ross, M.D. Chief Executive Officer

Sean is an excellent facilitator. He established a high level of trust among all the key players and has played a key role in finalizing the purchase of the land for our new center and in renegotiating several contracts, all with great outcomes for The California Endowment. He knows just how and when to be tough. From our board to our subcontractors, everyone is very pleased with the leadership and fiscal management Sean and his team are providing.

Irene Ibarra
Executive Vice President

## **EXHIBIT C - FEE PROPOSAL**



#### **STAFF HOURLY RATES – 2023**

\$240
\$210
\$200
\$185
\$170
\$190

Travel time to be billed at 50% of standard rate. Above rates subject to 3.5% escalation on 1/1/24, and an additional 3.5% on the first of each year thereafter. Extra services and reimbursements will be invoiced at cost plus 10% administrative costs. These will include but not be limited to the following:

- 1. Special consultants
- 2. Reproduction of drawings, specifications and other documents
- 3. Courier service, shipping and delivery charges and postage
- 4. Long distance communications including telephone and fax
- 5. Mileage \$0.60/mile, parking, and expenses in connection with this assignment

All air travel outside of California will be business class, hotels at business class levels.

Overtime or weekend work will be undertaken only when authorized in advance.

The fee schedule is based on prompt payment of invoices submitted monthly, due in 30 days. Late payments will be subject to interest at a rate of 1.5 % per month.

S.L. Leonard rates, 2023 Page 1

## **EXHIBIT D - SCOPE OF SERVICES**

#### EXHIBIT A - SCOPE OF WORK, CONSTRUCTION MANAGEMENT CONSTRUCTION PHASE

#### **Bidding**

Assist CIBCSD (Client) with bid process including:

- a. Assist Client with bid document review.
- b. Reviewing pre-bid Requests for Information in collaboration with Architect and Owner
- c. Conduct Mandatory pre-bid site meeting with Architect and prospective bidders.
- d. Contract documents preparation
- e. Evaluating bids
- f. Contract negotiations

#### Construction

- 1. Observe and comment on quality of materials and workmanship, construction progress and schedule, conformance with plans and specifications; issue construction observation reports to Client;
- 2. Monitor general contractor (GC) and subcontractor performance by reviewing logs, field changes, RFIs, CORs, submittal and shop drawing logs, etc. Consultant to maintain Change Order Request logs and others as requested by Client;
- 3. Review Contractor's monthly schedule submission and enforce corrective action as needed.
- 4. Evaluate PCOR's, COR's, and CO's; assist owner with negotiation of Change Order Requests. Review CORs to assess suitability with plans and specifications as well as budget constraints.
- 5. Review Payment Applications from the GC for accuracy and reflection of actual work completed. Interface with Client's team as needed.
- 6. Attend all relevant meetings, including leading weekly OAC Meetings; author special meeting minutes if needed and distribute prior to subsequent meeting;
- 7. Attend ad hoc meetings required to address complex issues or disputes, if any.
- 8. Provide written construction status and issue resolution reports at least monthly or more often as required to address and resolve complex issues or disputes, if any.
- Interface with building department and inspectors as needed to expedite field approvals and signoffs; facilitate delivery of temporary and final certificate(s) of occupancy and other critical permits;
- 10. Monitor delivery of as-built drawings and specifications, product manuals and warranties, and maintenance schedules. Pursue other required GC close-out documents.
- 11. Review Submittals, RFI's, Substitution Requests, ASI's, CCDs, and any other potential revisions to the Contract Documents.
- 12. Review site conditions, construction progress, and quality control.
- 13. Review available testing reports or inspection reports and evaluate impact on the project.
- 14. Monitor status of permits.
- 15. Review GC final contract documents and final invoicing.
- 16. Coordinate with architect, contractor, building inspectors, etc. to establish and complete final punch list and to mitigate outstanding issues or problems prior to final close-out.

#### Clarifications & Exclusions

- A. We anticipate the project duration to be not more than twelve months, and our billed hours to average 14 to 18 hours / week.
- B. Assume Client staff to provide the following:
  - a. Customary templates
  - b. Client standards

#### **CIBCSD New Facility**

#### **Construction Management Scope of Work**

- c. Development and monitoring of overall project budget
- d. Legal review
- e. Risk analysis, insurance requirements and reviewf. Monitoring insurance expiration dates
- g. Monitoring appropriate condition & unconditional progress and final lien waivers from GC and subcontractors
- h. Manage Architect, Engineers and other Consultants including those not contracted with the Architect.
- i. Design and procurement of low voltage systems, furniture, fixtures, and equipment
- j. Site security
- k. Move coordination and management.

#### C. Excluded

- a. Alternate dispute resolution and litigation preparation and support
- b. Management and responsibility for performance of designers, engineers, and consultants
- c. Contractor means and methods.
- d. Electronic schedule analysis

## **EXHIBIT E - CERTIFICATES**





#### THIS CERTIFIES THAT

## S.L. Leonard & Associates, Inc.



\* Nationally certified by the: SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL

\*NAICS Code(s): 541618; 561790

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

06/01/2022

**Issued Date** 

06/01/2023

**Expiration Date** 

Certificate Number

Ying McGuire
NMSDC CEO and President

Virginia Gomez, President

SC37197

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



Certified Small Business Enterprise

Vendor Account Number: 846152 sean leonard S.L. Leonard & Associates, Inc. 2390c las posas road #453 camarillo, CA 93010

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with the Port of Long Beach (Port). Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved.

The Port is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 531390,541618

SBE Certificate Effective Date: 02/27/20 SBE Certificate Expiration Date: 02/27/23

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above Port.

The Port reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date stated above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into your Vendor Profile, and visiting the Small Business Certification tab.

Sincerely, Sashi Muralidharan SBE Administrator Port of Long Beach

415 W. Ocean Blvd, Long Beach, CA 90802 Telephone (562) 283-7598 email: sbeprogram@polb.com



#### CMURRAY



#### CERTIFICATE OF LIABILITY INSURANCE

8/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:			
Ames & Gough 859 Willard Street	PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (61			
Suite 320	E-MAIL ADDRESS: boston@amesgough.com			
Quincy, MA 02169	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: RLI Insurance Company A+, XI			
INSURED	INSURER B: Executive Risk Indemnity, Inc. A++, XV			
S.L. Leonard & Associates, Inc.	INSURER C:			
2390C Las Posas Road #453	INSURER D:			
Camarillo, CA 93010	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	Х	TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY	ADDL INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	) LIMITS		1,000,000		
		CLAIMS-MADE X OCCUR	X	x	PSB0002791	1/29/2020	1/29/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000		
			**					MED EXP (Any one person)	\$	10,000		
								PERSONAL & ADV INJURY	\$	Included		
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000		
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000		
		OTHER:							\$			
Α	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000		
		ANY AUTO			PSB0002791	1/29/2020	1/29/2021	BODILY INJURY (Per person)	\$			
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$			
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$			
									\$			
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$			
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$			
		DED RETENTION \$							\$			
Α	AND EMPLOYEDS! LIABILITY							X PER OTH- STATUTE ER				
		PROPRIETOR/PARTNER/EXECUTIVE Y/N CER/MEMBER EXCLUDED?	_		7		PSW0002405	1/29/2020	1/29/2021	E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	ndatory in NH)	117.7					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		
	DÉS	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
В	Pro	fessional Liab.		X	82232988	1/29/2020	1/29/2021	Per Claim		1,000,000		
В					82232988	1/29/2020	1/29/2021	Aggregate		1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Officers of the corporation elected to be excluded from Worker's Compensation.

All Coverages are in accordance with the policy terms and conditions.

Boys & Girls Club of Camarillo shall be included as Additional Insured with respect to General Liability where required by written contract. A Waiver of Subrogation is provided in accordance with policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
Boys & Girls Club of Camarillo 1500 Temple Avenue Camarillo, CA 93010	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Guinarino, GA 30010	AUTHORIZED REPRESENTATIVE
	Joan P. Do Rosy



**Board of Directors:** 

SEAN DEBLEY, President
JARED BOUCHARD, Vice President
KRISTINA BREWER, Director
MICHAEL LEBOW, Director
BOB NAST, Director

PETER MARTINEZ General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156

A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCSD.COM

### Regular Board Meeting, February 14, 2023

To: Board of Directors

From: CJ Dillon, Office Manager

Subject: Consideration and Adoption of Resolution No. 23-01 to

**Provide Workers' Compensation Coverage to District** 

Volunteers

Item No. D-2

**RECOMMENDATION:** It is recommended the Board adopt Resolution 23-01 authorizing the District to provide Workers' Compensation benefits to the Volunteers performing services for the District.

FINANCIAL IMPACT: \$525.20 Annually

**BACKGROUND:** In 1997, JPIA started covering volunteers with their workers' compensation insurance. At the time, the District was covered by State Comp. and covered the volunteers with the State Comp. policy.

In 2013, the District moved from State Comp. to JPIA Workers' Compensation and have continued to cover any volunteer working under the direction of the District.

#### **DISCUSSION ANALYSIS:**

JPIA has requested a resolution on file from every member that currently pays for volunteers with the quarterly workers' comp. payment. The District recognizes the service these volunteers bring to our community and currently has only a few that work once a month. The volunteers are limited to stuffing the District's monthly statements with any insert needed.

#### CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

#### **RESOLUTION NO. 23-01**

A RESOLUTION OF THE BOARD OF DIRECTORS OF CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT REQUESTING WORKER'S COMPENSATION INSURANCE FOR VOLUNTEER PERSONNEL

**Whereas,** this Board desires to provide Worker's Compensation Insurance benefits for persons authorized by the District to perform volunteer services for the District,

Whereas, the Legislation of the State of California has provided through legislation (Labor Code Section 3363.5) authorization for the inclusion of such coverage in the District's workers' compensation insurance policy.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Channel Islands Beach Community Services District hereby adopts the policy that an unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purpose of Workers' Compensation Insurance benefits provided for by law for any injury or illness sustained by them while engaged in the performance of services for the District under its direction and control.

The aforementioned resolution was passed by said Board of Directors the 14<sup>th</sup> day of February, 2023, by the following vote, to wit:

	AYES:		
	NOES:		
	ABSENT:		
Signat	ure		
 Title		 	
 Date		 	 