

**CALWA RECREATION & PARK DISTRICT  
REPORT TO THE BOARD**

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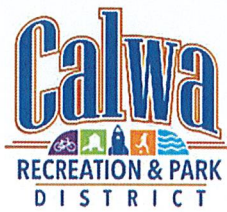
**March 19, 2024**

**TO:** Board of Directors

**FROM:** Tim Chapa, District Administrator

**SUBJECT:** Minutes for Regular Meeting of 2/20/24

**RECOMMENDATION:** That the Board approve the minutes.



**CALWA RECREATION & PARK DISTRICT  
MEETING AGENDA**

[www.calwarecreation.org](http://www.calwarecreation.org)

***MINUTES***

**REGULAR BOARD MEETING**

**February 20, 2024**

**4545 E. Church Ave, Fresno CA 93725**

**6:00 PM**

**BOARD CHAIRPERSON**

Esmeralda Zamora, Chair

**DISTRICT ADMINISTRATOR**

Tim Chapa

**BOARD VICE CHAIR**

Raul Guerra Vice Chair

**DISTRICT COUNSEL**

Hilda Cantú Montoy

**BOARD MEMBERS**

Joseph Perez, Board Member

Laura Garcia, Board Member

Mary L. Rosales, Board Member

The Board welcomes you to its meetings and encourages you to participate at the meeting. This agenda contains a brief general description of each item that will be considered by the Board. All persons who attend the meeting are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

**CALL TO ORDER AND ROLL CALL – 6:02 PM; *Director Garcia absent***

**A. INVOCATION AND FLAG SALUTE – *By Director Rosales***

**1. APPROVAL OF AGENDA –**

***Motion by Director Garcia, Second by Director Rosales to approve agenda with removal of Item E.6.***

**B. PUBLIC COMMENTS – *No members of public present.***

Members of the public who wish to address the Board on matters on this agenda may address the Board when the item is called. Each individual is limited to three minutes. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. Speakers are requested to wait until recognized by the Board Chair.

**C. CONSENT CALENDAR**

***All items listed under Consent Calendar are considered to be routine and will be enacted by one motion. For discussion of any Consent Item, it will be considered separately at the request of any member of the Board or any person in the audience.***

1. **SUBJECT:** Minutes for Regular Meetings of 8/15/23, 10/17/23, 11/21/23, 12/19/23, 1/23/24 and Special Meetings of 7/25/23, 8/31/23, 10/4/23, 10/9/23

**RECOMMENDATION:** That the Board approve the minutes.

***Motion to approve by Director Garcia and Second by Director Zamora; Motion passed by 4-0 Vote.***

**D. NEW BUSINESS**

1. **SUBJECT:** Consultant Agreement Ratification, Book Keeping Services.

**RECOMMENDATION:** That the Board consider ratifying the District Administrator's action to approve Book Keeping Consultant Services with the firm of Bryant L. Jolley, CPA subject to adopted Purchasing Policy

***Motion to approve by Director Rosales and Second by Director Zamora; Motion passed by 4-0 Vote.***

2. **SUBJECT:** SE Fresno Youth Soccer Spring 2024 Agreement.

**RECOMMENDATION:** That the Board consider renewing the field use agreement with SE Fresno Youth Soccer for the Spring 2024 session.

***Report given; no direction by Board***

3. **SUBJECT:** Update on Futsal Project, Prop 68 Project, and Swimming Pool Project

**RECOMMENDATION:** Receive report and provide direction, if any.

***Report given; no direction by Board***

4. **SUBJECT:** Update on Staff and Program Activities, including the Budget Update

**RECOMMENDATION:** Receive report and provide direction, if any.

***Report given; no direction by Board***

5. **SUBJECT:** Holidays and Park Closure

**RECOMMENDATION:** Discuss and provide direction, if any.

***Report given; continue with status quo per Personnel Rules Section 6.1***

6. **SUBJECT:** RFP For Utility Services for Pool and Futsal Projects

**RECOMMENDATION:** Consider awarding contract(s) for Utility Investigation Services for the Pool and Futsal Projects.

***This item removed from Agenda.***

**E. BOARD MEMBER COMMUNICATIONS/REQUESTS FOR FUTURE AGENDA ITEMS**

*(No discussion; only brief reports or requests for future agenda items)*

**F. CLOSED SESSION**

Conference with legal counsel – Anticipated Litigation

Whether to initiate litigation pursuant to 54956.9(d)(4)

One case

*No reportable action.*

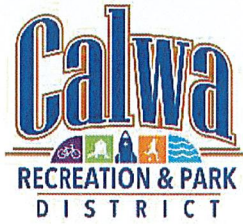
**G. ADJOURNMENT – 7:11 PM**

**Access to Agenda.** Generally, agenda packets and other public documents are available for inspection by the public at the District Office located at 4545 E. Church Avenue, Fresno, CA. You may request meeting agendas by email, you can ask to be added to the mailing list by calling (559) 264-6867 or send your request by email to [info@calwarecreation.org](mailto:info@calwarecreation.org). The agenda packet is posted at [www.calwarecreation.org](http://www.calwarecreation.org).

**Reasonable Accommodation.** Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling 559-264-6867 or emailing [tchapa@calwarecreation.org](mailto:tchapa@calwarecreation.org)

**Español.** Para asistencia en español sobre este aviso, por favor llame a (559) 264-6867.





For the Meeting of: 3/19/2024  
Item: E.1

## **CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD**

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**TO:** Board of Directors

**FROM:** Tim Chapa, District Administrator

**SUBJECT:** Utility Investigation Services Proposal For Pool Project

**ATTACHMENTS:** Proposal

### **RECOMMENDATION:**

That the Board consider awarding contract to Precision Engineering for Utility Investigation Services for the Pool Project.

### **SUMMARY:**

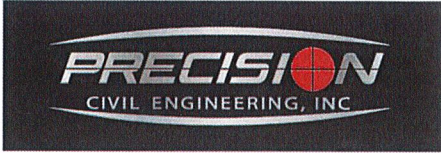
As noted in prior project schedules, the completion of utility investigations is the next critical milestone for the pool project. For the pool project, a determination of all underground utilities (electrical/water/sewer/stormdrain/irrigation) in the pool project area needs to be determined in order to update the overall project design. An RFQ for such services was issued on February 1<sup>st</sup> and closed on February 16<sup>th</sup> with no response. As such, District procurement policy and County ARPA guidelines allow for work to be awarded directly. Staff is recommending that the work be awarded to Precision Engineering directly for \$5,500.

### **BACKGROUND:**

The service includes research necessary to provide a limited boundary and topography map for the pool site identifying the location of electrical, water, storm drain and sewer utilities in the project area, as well as identifying any other utilities in direct conflict as appropriate. It also includes ground penetrating services required to locate existing utilities for the project location. These services will then be utilized to plot the location of the utilities on the AutoCAD survey.

Per the attached proposal, Precision Engineering can meet the service requirements for a total cost of \$5,500. Engaging Precision Engineering is appropriate due to the RFQ process having resulted in no responses. Additionally, Precision Engineering is an experienced engineering firm capable of providing the utility inspection services necessary to update the project design.

REVIEW: District Administrator: \_\_\_\_\_ City Attorney: \_\_\_\_\_



Tim Chapa  
tchapa@calwarecreation.org  
2/28/2024  
PCE No. 24-048P

1234 O Street • Downtown Fresno, CA 93721 • Phone (559) 449-4500 • Fax (559) 449-4515

**I. PROJECT UNDERSTANDING**

Precision Civil Engineering, Inc. is pleased to offer surveying services for the Calwa Recreation and Parks District. The project is located at 4545 E. Church Ave. in Fresno County identified as APN: 480-110-36T.

**II. SCOPE OF BASIC SERVICES**

**1. Topo Map**

PCE will conduct research necessary to provide a limited boundary and topography map for the pool site identifying the location of electrical, water, storm drain and sewer utilities in the project area. PCE will identify any other utilities in direct conflict as appropriate.

**Subtotal Cost for Number 1.....\$4,000.00**

**2. Third Party Ground Penetrating Radar**

PCE will contract with a third-party service provider to conduct ground penetrating services required to locate existing utilities for the project location. These services will then be utilized to plot the location of the utilities on the AutoCAD survey described under item 1.

**Subtotal Cost for Number 2.....\$1,500.00**

**III. WARRANTY AND LIABILITY**

Any service deleted from this proposal by the Client will become the responsibility of the Client. The warranty and liability of this proposal is subject to the attached Schedule of Conditions.

All information gathered during the study by Precision Civil Engineering, Inc. is considered confidential and will be released only upon written authorization of the client or as required by law. California law requires a person to inform the State if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or to the environment. Therefore, the client will be contractually bound to make any said disclosures in lieu of Precision Civil Engineering, Inc., its owners, principals, employees or subcontractors.

**IV. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:**

(This proposal shall be good for 30 days after proposal date)

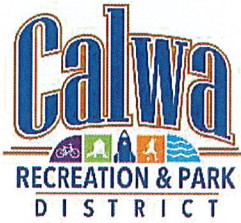
PRECISION CIVIL ENGINEERING, INC.

\_\_\_\_\_  
Edward D. Dunkel, Jr., President

Date\_\_\_\_\_

\_\_\_\_\_  
Tim Chapa, District Administrator

Date\_\_\_\_\_



**CALWA RECREATION & PARK DISTRICT  
REPORT TO THE BOARD**

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**TO:** Board of Directors  
**FROM:** Tim Chapa, District Administrator  
**SUBJECT:** Electrical Utility Services Proposal For Futsal Project  
**ATTACHMENTS:** Proposal

**RECOMMENDATION:**

That the Board consider awarding contract to A-C Electric for Electrical Utility Services for the Futsal Project.

**SUMMARY:**

As noted in prior project schedules, the completion of utility services is the next critical milestone for the futsal project. For the futsal project, a determination of the District's current electrical capacity and necessary upgrades for the site location (Field 4) needs to be determined in order to issue requests for site preparation and field installation. An RFQ for such services was issued on February 1<sup>st</sup> and closed on February 16<sup>th</sup> with no response. As such, District procurement policy and State Proposition 68 guidelines allow for work to be awarded directly. Staff is recommending that the work be awarded to A-C Electric directly for \$11,100.

**BACKGROUND:**

The service includes providing sufficient power for the futsal lights from a nearby subpanel, including trenching, conduit, panel installation, and energizing/testing the system.

Per the attached proposal, A-C Electric can meet the service requirements for a total cost of \$11,100. Engaging A-C Electric is appropriate due to the RFQ process having resulted in no responses. Additionally, A-C Electric is an experienced electrical firm capable of providing the services necessary.

**REVIEW:** District Administrator: \_\_\_\_\_ City Attorney: \_\_\_\_\_





# A-C Electric Company — CALIFORNIA C-10 LICENSE 99849

**ENGINEERING-CONSTRUCTION-SERVICE**

**FRESNO DIVISION**

2560 S. East Avenue  
Fresno, CA 93706  
Phone 559-233-2208  
Fax 559-410-0480  
[www.a-celectric.com](http://www.a-celectric.com)

## **PROPOSAL CONFIRMATION CONTRACT**

March 13, 2024

Calwa Recreation and Park District  
4545 E. Church Ave  
Fresno, CA 93725  
Attention: Tim Chapa

Subject: New Subpanel for Future Pitch Lighting

### **SCOPE OF WORK –**

1. Furnish and install (1) 4x4 treated post with backboard out near future pitch area.
2. Furnish and install (1) 120/240V single phase Nema 3R panel with 60A main breaker on backboard near pitch location.
3. Furnish labor to dig a trench approximately 60 feet from new post to existing 100A sub panel.
4. Furnish and install (1) 1" PVC conduit in trench between post and subpanel. Transition to 1" EMT above ground into new subpanel and into existing 100A subpanel. Backfill trench.
5. Furnish and install (3) #6 THHN and (1) #10 THHN stranded CU wires from 100A panel to new 60A subpanel and terminate.
6. Furnish and install (1) Square D QO260, 2-pole, 60A breaker in existing 100A panel and terminate wires.
7. Furnish and install (1) 2-gang weatherproof j-box on backboard and chase into 60A subpanel.
8. Furnish and install (1) 20A single pole breaker in subpanel. Pull (3) #12 THHN stranded CU wires from subpanel into weatherproof j-box and terminate on breaker.
9. Furnish and install (2) GFCI duplex receptacles in weatherproof j-box with weatherproof in-use cover.
10. Energize circuits and test.





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### CLARIFICATIONS:

1. All work to be performed M-F 7am to 3:30pm.

### EXCLUSIONS:

1. This proposal excludes any permits or fees.
2. Labor and Material and Performance Bonds available, but bond premium not included in this quote.
3. This proposal excludes any PE stamped permit drawings.
4. This proposal excludes all cutting, painting, and patching, of existing walls and finishes.
5. This proposal excludes all temporary lighting and power.
6. This proposal excludes remedying, modifying, or upgrading any existing electrical equipment, devices and circuitry.
7. This proposal excludes liquidated damages due to events not under our control.



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**Lump Sum Price: \$11,100.00**

### PAYMENT TERMS

Project to be billed semi-monthly. All amounts are due Net-30.

Our proposal is conditioned on a mutually acceptable form of purchase order or contract document. Some clauses of importance to us are realistic payment clauses which protect both parties, guarantee that we get paid promptly for our work and eliminate unnecessary paperwork; indemnification clauses which equitably allocate risk to the parties; scheduling clauses which give us adequate time to perform our work efficiently and safely, compensate us for acceleration required for reasons outside our control, and limit any requirement for us to accelerate at our cost to our failure to perform in meeting a reasonable schedule.

A-C Electric Company will indemnify and hold you harmless from negligent acts or omissions of its employees, subcontractors or agents. This indemnification does not extend to the negligent acts or omissions of the customer, its other contractors or agents.

Acceptance may be made by signing and returning one copy of this proposal letter or forwarding an acceptable form of your purchase order or subcontract document by 4/13/24.

Thank you for allowing A-C Electric Company the opportunity to provide you with this proposal. If you should have any questions or comments, please feel free to contact me at (559) 233-2208.

**OFFERED BY:**  
A-C Electric Company

**ACCEPTED BY:**  
Customer

Jay Williams  
SIGNED

\_\_\_\_\_  
SIGNED

Jay Williams/Service Manager  
NAME, TITLE

Tim Chapa/District Administrator  
NAME, TITLE

March 13, 2024  
Date

\_\_\_\_\_  
Date





# A-C Electric Company — CALIFORNIA C-10 LICENSE 99849

## ENGINEERING-CONSTRUCTION-SERVICE

FRESNO DIVISION

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Fresno, CA 93706  
Phone 559-233-2208  
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### STANDARD TERMS & CONDITIONS

#### WARRANTY:

All equipment and instrumentation supplied by A-C Electric Company is limited to the manufacturer's warranty and workmanship is warranted for 1 year(s) from the date of installation. Warranty does not extend to preexisting conditions, damage or wear caused by misuse, negligence, accident, corrosion, modification by Client, loss of product, or tampering in any manner.

In no event shall A-C Electric Company be responsible for consequential or special damages which may arise in connection with such equipment, parts or programming.

The foregoing warranty terms are expressly made in lieu of any and all other warranties, expressed or implied, including warranties of merchantability and of fitness for any purpose.

#### ALTERNATE CONTRACT LANGUAGE:

Should Client choose to accept this proposal by providing a purchase order or alternate contract document, this proposal is conditioned on such document being mutually acceptable to both parties.

Some clauses of importance to us are realistic payment clauses which protect both parties, guarantee us that we get paid promptly for our work and eliminate unnecessary paperwork; indemnification clauses which equitably allocate risk to the parties, insuring that you are indemnified for the negligent acts of A-C Electric Company, without A-C Electric Company indemnifying or defending you for your negligence; scheduling clauses which give us adequate time to perform our work efficiently and safely, compensate us for acceleration required for reasons outside our control, and limits any requirement for us to accelerate without compensation to our failure to perform in meeting a reasonable schedule.

In the event that we are unable to reach a mutually acceptable contract utilizing Contractor's proposed document, this proposal is conditioned on the use of Consensus DOCS 750 or 751, documents drafted and agreed to by the various construction trade associations with the intent to be fair to the contractor, subcontractor and owner.

As an interim measure, while we are working on a mutually acceptable contract document, we will perform work and supply material upon receipt of a written authorization to do so with the assurances that we will be paid timely for the work done.

#### INTELLECTUAL PROPERTY:

A-C Electric Company shall retain all right, title and interest in all Intellectual Property (as defined herein) used, made or arising in connection with the Contract or otherwise provided or communicated to Client by or on behalf of A-C Electric Company. Without limiting the foregoing, Client shall not use any drawings or specifications prepared by A-C Electric Company, except for the purpose of confirming the quality of design and manufacturing of the products set forth in the attached proposal; and Client shall not photocopy, duplicate or in any way reproduce in whole or in part any drawings, specifications, or software which may be supplied by A-C Electric Company; provided, however, that the Client may make copies of and use such software for Client's internal purposes only, and not for rendering services or selling products to third persons. The Client shall not sell, license, sublicense, assign or otherwise transfer the Intellectual Property or any interest therein to anyone. As used herein, "Intellectual Property" means and includes any and all software, specifications, designs, processes, techniques, concepts, improvements, discoveries, ideas, and inventions, whether or not patentable, and all patents, copyrights, trade secrets and other intellectual property rights therein or related thereto.

Title to any application software provided to Client by A-C

Electric Company under the Contract remains with A-C Electric Company, and Client is subject to any third party licenses. A-C Electric Company grants to the Client a personal, paid-up, perpetual, nonexclusive, non-assignable and non-transferable license, without right of sub-license, to use said application software in the application for which the software was designed in conjunction with the specified equipment.

Calwa Recreation and Park District

DA Park Updates

3/19/24

Staff

We will be discontinuing the Senior Program as we have run it for the last two and a half months with only 2-3 participants. We will look to restart the program in the fall with more advertisement, but will only start it if we have more participants.

The Mid-Year Budget will be presented at the April meeting. The FY22/23 Audit will be presented at the May meeting.

Events

Zumba Kids and Senior programs are continuing, and planning for Easter Egg Event and Spring Break programs have started. We are looking for volunteers for the Easter Egg event on Saturday, March 23<sup>rd</sup>.

Food distributions are continuing every 2<sup>nd</sup> and 4<sup>th</sup> Wednesday, and are well attended.

Projects

Miscellaneous. We continue to have vandalism in the front restrooms, with the soap dispenser and toilet paper being stolen. We assume it is the homeless who are doing so and will be keeping a closer eye on individuals using the facilities. Also, I'll be meeting with Fresno PD next week to discuss the robberies that have occurred recently at the Recycling Center and expect to have the vendors in the meeting as well.

BHC Renovation Project. FYI, I just had my monthly update meeting on the Prop 68 Renovation project and the project is just about ready to go to bid. I'll have an updated schedule to provide to you at this month's meeting, but here's a snapshot:

- March 2023
  - Submit Final Plans to the City of Fresno Building Department
    - Revise and resubmit as necessary
  - Issue RFP for Construction
- April 2023
  - Close RFP and Review Proposals
  - Install Prop 68 Project Signage
- May 2023
  - Award Contract
- June 2023
  - Groundbreaking Ceremony
  - Construction Begins
- May 2025
  - Construction Ends



Pool Project. Once the utility investigation is complete, we will use that information to revise and update the design. The updated design will then be used to issue a new RFP for the project.

Futsal Project. Once the electrical work for the lighting is complete, we will issue bids for the site preparation (all concrete or asphalt/concrete) as well as the field installation. Additionally, the Proposition 68 Sign was installed this week.

Calwa Park - Rough Schedule for Permitting, Bidding, Start of Construction  
WRT, 3/7/2024

