

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, FEBRUARY 9, 2017
6:30 p.m.**

**LOCATION:
6826 Hazel Ave.
Orangevale, CA 95662**

NOTE: The Board of Directors may take up any Agenda item at any time, regardless of the order listed. Action may be taken on any item on the Agenda.

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

Any person may address the board upon any subject within the jurisdiction of the Orangevale Recreation & Park District with each speaker being limited to three minutes. However, the Chairperson can impose reasonable limitations to the maximum time per person and per agenda item to allow the Board to complete its business. Any matter that requires action will be referred to staff or committee for a report and action at a subsequent meeting.

6. MINUTES

a. Approval of minutes of January 19, 2017 meeting (pg 1-6)

7. CORRESPONDENCE

a. Confidential envelope – Attorney billing November 2016

b. Discussion and potential action regarding seven agenda requests from Terry Benedict (pg 7-23)

1) Request to discuss and debate why there is no History of Orangevale Recreation and Park District publicly posted anywhere on the District's internet web site, OVParks.com.

2) Request to discuss and debate why my constitutional rights are being violated by the Board's employee, Greg Foell.

3) Request to discuss and debate the District's Administrator, Greg Foell's, written decision to ban me (Terry Benedict) from Orangevale Community Center Park during office hours.

4) Request to discuss and debate Final 9 Sports utilizing Over-Flow Parking in violation of CEQA documents, Initial Study and Negative Declaration publicly approved by the District's Board of Directors on October 10, 2002.

5) Request to discuss and debate Final 9 Sports operating as a Mini-Market without CEQA review and approval, and without the Board's approval.

6) Request to discuss and debate the dollar amount the Board's employee, Greg Foell charges for copies of public records.

7) Petition for redress of grievances concerns six (6) written agenda items I requested (December 23, 2016) to be put on the Boards agenda for the January 2017 regular Board of Directors meeting.

Included are the agenda requests from Mr. Benedict and the District Administrator's letter of response with attachments.

c. Discussion and potential action regarding six agenda requests from Terry Benedict (24-31)

1) I request that the District's Board of Directors publicly discuss and debate the Districts elected Board of Directors have never required (54952.7.) directors to receive a copy of the Ralph M. Brown Act.

2) I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site is technologically inadequate.

3) I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks a downloadable public records request form.

- 4) I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks public information on how a District resident can become a member/director of the District's Board of Directors.
 - 5) I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks public information concerning the formation/reorganization of Orangevale Recreation and Park District.
 - 6) I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks public information concerning directors terms of office and when directors were elected. Included are the agenda requests from Mr. Benedict and the District Administrator's letter of response.
8. **CONSENT CALENDAR: Reading/Opportunity to Pull Items for Discussion/Board Action**
Consent items are considered routine and are intended to be acted upon in one motion, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the Chairperson will give the Board, staff, and public the opportunity to pull any item for discussion. The remaining Calendar will be acted upon. Any pulled items will then be heard and acted upon individually.
- 8.1 **CONSENT MATTERS GENERAL FUND**
No Report
- 8.2 **OLLAD CONSENT MATTERS**
No Report
- 8.3 **KENNETH GROVE CONSENT MATTERS**
No Report
9. **STANDING COMMITTEE REPORTS**
 - a. Administration & Finance
 - b. Maintenance & Operation
 - c. Recreation Committee
 - d. Personnel & Policy
 - e. Government
 - f. Planning Committee
 - g. Trails Committee
10. **ADMINISTRATOR'S REPORT**
 - a. Monthly Activity Report – January 2017 (pg 32-33)
 - b. Establish a Committee and Date for a meeting to discuss the Disc Golf Course
 - c. Update on the Land Conveyance with SJUSD
11. **UNFINISHED BUSINESS**

12. **NEW BUSINESS**
 - a. Presentation and Approval of the Plans, Specifications, and Informal Bid Documents for the Almond Park Shade Structure Project (pg 34-81)
 - b. Presentation and Approval of the Plans, Specifications, and Formal Bid Documents for Orangevale Community Park Oak and Filbert Pathway Project (pg 82-159)
13. **DIRECTOR'S AND STAFF'S COMMENTS**
14. **ITEMS FOR NEXT AGENDA**
15. **CLOSED SESSION**
 - a. Closed Session pursuant to Government Code Section 54957
Public Employee Performance Evaluation: District Administrator
16. **RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION**
17. **ADJOURNMENT**

NOTICE:

As presiding officer, the Chair has the authority to preserve order at all Board of Directors meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Board, and to enforce the rules of the Board.

People with disabilities may request accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for accommodations must be made with 72 hours prior notice. If you require accommodations, please contact the Orangevale Recreation & Park District main office at (916) 988-4373.

Directors can be reached at: director@ovparks.com

Manie Meraz

Mike Stickney

Tim Anderson

Sharon Brunberg

Lisa Montes

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors January 19, 2017

A Regular Meeting of the Board of Directors of the Orangevale Recreation & Park District was held on Thursday, January 19, 2017 at the District Office. Director Stickney called the meeting to order at 6:38 p.m.

Directors present: Stickney, Meraz, Brunberg (Anderson and Montes were absent)
Staff present: Greg Foell, District Administrator
Scott Russell, Park Superintendent
Jennifer Von Aesch, Finance/HR Manager
Jason Bain, Recreation Supervisor
Melyssa Woodford, Administrative Services Coordinator

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
4. **APPROVAL OF AGENDA**
MOTION #1 On a motion by Director Meraz, seconded by Director Brunberg, the agenda was approved 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.
5. **PUBLIC DISCUSSION** There was no public discussion.
6. **MINUTES**
MOTION #2 a) Approval of Minutes of December 8, 2016 Meeting (pg 1-5): On a motion by Director Meraz, seconded by Director Brunberg, the agenda was approved 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.
7. **CORRESPONDENCE**
MOTION #3 a) Confidential Envelope – Attorney Billing November 2016: On a motion by Director Meraz, seconded by Director Brunberg, the motion to approve the Attorney Billing for November 2016 passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.
MOTION #4 b) Letter from Sacramento Local Agency Formation Commission Announcing Nominations for the Special District Advisory Committee (pg 6-8): The District was invited to provide a nomination for SDAC, which Director Stickney was already a part of. The Board approved to support Director Stickney for this nomination. On a motion by Director Brunberg, seconded by Director Meraz, the motion passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or

Nays. Directors Anderson and Montes were absent.

8. CONSENT CALENDAR

MOTION #5

No consent matters were discussed. On a motion by Director Brunberg, seconded by Director Meraz, the motion passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.

8.1 CONSENT MATTERS GENERAL FUND

- a) Ratification of Claims for November 2016 (pg 9-10)
- b) Budget Status Report for November 2016 (pg 11-13)
- c) Revenue Report for November 2016 (pg 14)
- d) Ratification of Claims for December 2016 (pg 15-16)
- e) Budget Status Report for December 2016 (pg 17-19)
- f) Revenue Report for December 2016 (pg 20)

8.2. OLLAD CONSENT MATTERS

- a) Ratification of Claims for November 2016 (pg 21-22)
- b) Budget Status Report for November 2016 (pg 23)
- c) Ratification of Claims for December 2016 (pg 24-25)
- d) Budget Status Report for December 2016 (pg 26)

8.3. KENNETH GROVE CONSENT MATTERS

- a) Ratification of Claims for November 2016 (pg 27)
- b) Budget Status Report for November 2016 (pg 28)
- c) Ratification of Claims for December 2016 (pg 29)
- d) Budget Status Report for December 2016 (pg 30)

9. STANDING COMMITTEE REPORTS

- a) Administration and Finance – 12/21/16 Meeting Recap (pg 31-32): This committee discussed how the increases in the budget for the ongoing District projects would affect the budget and where the money should come from to fund the increases. The committee also spoke about the financial implications of the proposed changes in the employment and position status changes, and then referred the matter to the Personal committee.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report.
- d) Personnel & Policy – 1/12/17 Meeting Recap (pg 33)
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: No report.

10. ADMINISTRATOR'S REPORT

- a) Monthly Activity Report – December 2016 (pg 34-35): For December, the main activity was the tree lighting event which went very well. The maintenance and recreation staff did a great job in preparing for and working at the event. The polar bear plunge had 75 people in attendance.

11. UNFINISHED

None discussed.

BUSINESS

12. NEW BUSINESS

MOTION #8

MOTION #9

MOTION #10

MOTION #11

- a) Committee Assignments for 2017 (pg 36): The committee assignments for 2017 as proposed by Director Stickney were discussed with no changes requested.
- b) Approve the Qualified Low Bid for the Pecan Dog Park and Trail Project from Exclusive Exteriors in the Amount of \$219,001 and Approve the Agreement with Exclusive Exteriors to Construct the Pecan Dog Park and Trail (pg 37-54): The District received four bids and Exclusive Exteriors was the qualified low bid. On a motion by Director Brunberg, seconded by Director Stickney, the motion to approve the qualified low bid for the Pecan Dog Park and Trail Project and approve the Agreement with Exclusive Exteriors to Construct the Pecan Dog Park and Trail passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.
- c) Approve Resolution 17-01-564, Authorizing a 2016/17 Final Budget Amendment for Fund 332A to Fund Increased Costs for the Pecan Dog Park and Trail Project (pg 55-56): The Pecan Park project was \$71,000 over budget. The Finance Committee met and recommended that \$75,000 be transferred from the Park Development Fee account and this budget amendment to be approved. On a motion by Director Brunberg, seconded by Director Meraz, the motion to approve Resolution 17-01-564 passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.
- d) Approve Resolution 17-01-565, Authorizing a 2016/17 Final Budget Amendment for Fund 374A to Fund Increased Costs for the Community Center Office Remodel Project (pg 55-56): The Finance Committee met and recommended that this budget amendment be approved. The Board believed these funds will help the auditorium be more attractive to prospective renters. On a motion by Director Brunberg, seconded by Director Meraz, the motion to approve Resolution 17-01-565 passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.
- e) Approve the Quote from Burketts for Recovering Existing Sound Panels for the Community Center Auditorium in the amount of \$6,550 (pg 61): On a motion by Director Brunberg, seconded by Director Stickney, the motion passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.
- f) Approve the Quote from Burketts for Purchase and Installation of

MOTION #12

30 Sound Panels for the Community Center Auditorium in the Amount of \$11,749.90 (pg 62): On a motion by Director Brunberg, seconded by Director Meraz, the motion passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.

MOTION #13

g) Approve Criteria for Hiring/Advancement within the Parks Division, Hire a Park Maintenance I Position, and Create a Park Maintenance III Position (pg 63-65): This motion would clarify the differences between the PM I and II skills criteria. CPO certification was required to become a PM II or above. On a motion by Director Brunberg, seconded by Director Meraz, the motion passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.

MOTION #14

h) Approve Upgrading the Administrative Services Coordinator Position to Administrative Services Supervisor with the Beginning Salary at Step Four of the Scale with a Start Date of February 1, 2017 (pg 66-69): The District felt this change was needed due to the reorganization done in 2014, and having an Administrative Services Coordinator would be a more natural and efficient way to supervise the front office. This would give Melyssa Woodford a promotion and she would supervise one full-time employee, one part-time employee, and other employees that fill in as needed. On a motion by Director Brunberg, seconded by Director Meraz, the motion passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.

MOTION #6

i) Presentation and Approval of the Design Plans and Cost Estimate for the Almond Park Shade Structure Project (pg 70-77): Peter Larimer, a landscape architect with MTW, presented the plans for this project. Admin. Foell recommended the Board approve Shade Structure A, which was the largest structure. The Board approved the design and placement of the shade structures and gave the District Administrator authority to proceed with the bid documents for Structure A. On a motion by Director Brunberg, seconded by Director Stickney, the motion passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.

j) Presentation and Approval of the Design Plans and Cost Estimate for the Orangevale Community Park Oak and Filbert Pathway Project (pg 78-83): This pathway has been deteriorating and so the District would like to replace the entire pathway. The project was divided into three different sections, which Mr. Larimer explained during the presentation at the meeting. The District felt there was enough money in the budget to span from the Oak Avenue parking lot to the bridge. The first option, the asphalt option, was estimated

MOTION #7

at \$155,250 and involved grinding up the old asphalt and pouring 2.5" inches of new asphalt along the entire path. Admin. Foell felt concrete might be a better option because even though the initial cost is higher, it would last a lot longer and require less cost in maintenance. For concrete, the small section was \$57,688 and the larger section was \$134,063. An overlay was done a couple of years ago and cost roughly \$6-10,000; it is suggested that for asphalt, an overlay be done within the first two years and then again in another three to five years. Further, edging and lawn maintenance is much easier with a concrete path. Superintendent Russell recommended a concrete path due to less maintenance and because vehicles drive on the path. Admin. Foell also recommended a concrete path. The Board approved the design plans for the concrete Option A. On a motion by Director Brunberg, seconded by Director Stickney, the motion approve the design plans for a concrete pathway passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.

- k) Presentation of Draft Design and Estimated Costs for the Orangevale Community Park Oak Avenue Parking Lot and Skate Park (pg 84-89): Mr. Larimer presented possible options for a new permanent parking lot and skate park along Oak Avenue. The cost estimate was divided into the parking lot and skate park sections separately. The cost estimate for the parking lot was \$269,000 and the skate park was \$316,000. Director Brunberg inquired as to the number of parking spaces in the new lot, and Mr. Larimer explained there would be fewer spaces for the parking lot if the remaining space was reserved for a skate facility. Per code, there would be one required handicap space. Mr. Larimer and the Board discussed looking at other skate parks in the area in order to get design ideas. Admin. Foell noted that the District was also looking at other possible locations for the skate park.
- l) Acceptance of the County of Sacramento 2016 Investment Policy for the Pooled Investment Fund (pg 90-107): This was a standard motion that gets approved on an annual basis. On a motion by Director Brunberg, seconded by Director Stickney, the motion passed 3-0-0 with Directors Meraz, Brunberg, and Stickney voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.
- m) Approve a Date and Time for a Board Workshop to Discuss Board Governance, The Brown Act, and the Public Records Act (pg 108): The meeting date was proposed as February 9, 2017 from 4:30-6:00 p.m.

MOTION #15

13. DIRECTOR AND STAFF COMMENTS

Coordinator Woodford said the recreation programs were starting back up.

Supervisor Bain stated the gym floors will be done the following

week.

Ms. Von Aesch spoke to the County about the Form 700, and she will forward the email once she received it. Admin. Foell said the form was online and Ms. Von Aesch will forward the link to everyone. She also noted that minimum wage went up to \$10.50.

Superintendent Russell spoke about the rain and storms and the damage it had done to the parks. A large oak tree fell into a parking lot. He also thanked the Board for approving Motion 12g.

Admin. Foell thanked the staff for all their work and for handling the changes well.

Director Brunberg requested the emergency calling card.

Director Stickney said he received a phone call during the two week closure of the office requesting to rent out a field. He wanted to discuss options for next year. He also wanted to discuss setting up a committee meeting to discuss disc golf at the next meeting.

**14. ITEMS FOR NEXT
AGENDA**

None discussed.

**15. ADJOURNMENT
MOTION #16**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 8:04 p.m. On a motion by Director Brunberg, seconded by Director Stickney, the motion passed 3-0-0 with Directors Brunberg, Stickney, and Meraz voting Aye. There were no Abstentions or Nays. Directors Anderson and Montes were absent.

Mike Stickney, Chairperson

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale CA 95662

December 23, 2016

Re: agenda item request from a district resident: the lack of History of Orangevale Recreation and Park District on the districts internet web site

Attn: District Administrator and/or the Chairman

Pursuant to 4.1.3 (page 22) of the OR&PD 2016 Operational Policies and Procedures Manual I'm making an agenda item request that directly relates to a subject matter under the jurisdiction of the District's Board of Directors, and respectfully request that my agenda item be included under "New Business" on the January 2017 regularly scheduled Board of Directors meeting.

I request that the District's Board of Directors publicly discuss and debate why there is no History of Orangevale Recreation and Park District publicly posted anywhere on the District's internet web site, OVParks.com.

Please Note: Pursuant to making a Grand Jury complaint I need to show the Grand Jury I made a reasonable and acceptable effort to the Board of Directors for the Boards consideration and/or action on this matter.

Sincerely


Terry Benedict

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale CA 95662

December 23, 2016

Re: agenda item request from a district resident: the Board's employee, Greg Foell NOT allowing me to inspect public records in the possession of the district in violation of my constitutional rights

Attn: District Administrator and/or the Chairman

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Re: agenda item request from a district resident: the Board's employee, Greg Foell banning me (Terry Benedict) in writing, from the Orangevale Community Center Park during office hours

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December 23, 2016

Re: agenda item request from a district resident: the dollar amount the Board's employee, Greg Foell charges for copies of public records

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Terry Benedict

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

To: Orangevale Recreation and Park District Board of Director's; Montes, Meraz, Stickney,
Brunberg & Anderson
From: Terry Benedict

Date: January 19, 2017

Re: petition for redress of grievances pursuant to Article 1 Section 3 (a) (petition government for redress of grievances) of the Constitution of the State of California

Director Michael Stickney

This petition for redress of grievances concerns six (6) written agenda items I requested (December 23, 2016) to be put on the Boards agenda for the January 2017 regular Board of Directors meeting. As of January 19, 2017 my requests have gone unanswered, and they are NOT included under New Business for the January 19, 2017 regular Board of Directors meeting.

I therefore exercise my constitutional right to instruct you, my elected representative, to publicly answer this petition (by publicly stating the reasons my requests were NOT honored, and were NOT answered) at the next regular Board of Directors meeting.

Sincerely;



Terry Benedict
47 year Orangevale resident

Please note; A copy of this letter and the District's and/or the Board of Directors response may need to be sent to the Sacramento county grand Jury for their input

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662

ARTICLE 1 DECLARATION OF RIGHTS

SECTION 1. All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy.

CALIFORNIA CONSTITUTION ARTICLE 1 DECLARATION OF RIGHTS

SEC. 2. (a) Every person may freely speak, write and publish his or her sentiments on all subjects, being responsible for the abuse of this right. A law may not restrain or abridge liberty of speech or press.

(b) A publisher, editor, reporter, or other person connected with or employed upon a newspaper, magazine, or other periodical publication, or by a press association or wire service, or any person who has been so connected or employed, shall not be adjudged in contempt by a judicial, legislative, or administrative body, or any other body having the power to issue subpoenas, for refusing to disclose the source of any information procured while so connected or employed for publication in a newspaper, magazine or other periodical publication, or for refusing to disclose any unpublished information obtained or prepared in gathering, receiving or processing of information for communication to the public.

Nor shall a radio or television news reporter or other person connected with or employed by a radio or television station, or any person who has been so connected or employed, be so adjudged in contempt for refusing to disclose the source of any information procured while so connected or employed for news or news commentary purposes on radio or television, or for refusing to disclose any

As used in this subdivision, "unpublished information" includes information not disseminated to the public by the person from whom disclosure is sought, whether or not related information has been disseminated and includes, but is not limited to, all notes, outtakes, photographs, tapes or other data of whatever sort not itself disseminated to the public through a medium of communication, whether or not published information based upon or related to such material has been disseminated.

CALIFORNIA CONSTITUTION
ARTICLE 1 DECLARATION OF RIGHTS

SEC. 3. (a) The people have the right to instruct their representatives, petition government for redress of grievances, and assemble freely to consult for the common good.

(b) (1) The people have the right of access to information concerning the conduct of the people's business, and, therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny.

(2) A statute, court rule, or other authority, including those in effect on the effective date of this subdivision, shall be broadly construed if it furthers the people's right of access, and narrowly construed if it limits the right of access. A statute, court rule, or other authority adopted after the effective date of this subdivision that limits the right of access shall be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

(3) Nothing in this subdivision supersedes or modifies the right of privacy guaranteed by Section 1 or affects the construction of any statute, court rule, or other authority to the extent that it protects that right to privacy, including any statutory procedures governing discovery or disclosure of information concerning the official performance or professional qualifications of a peace officer.

(4) Nothing in this subdivision supersedes or modifies any



2/2/17

Terry Benedict
9365 Central Avenue
Orangevale, CA 95662

Dear Mr. Benedict,

This letter is in response to your six letters dated on December 23, 2016 and received January 9, 2017, requesting the following six items be included under "new business" on the January 2017 regularly scheduled Board of Directors meeting. There wasn't time to prepare and respond to the above six items for the January 2017 Board of Directors meeting. They will be included under "correspondence" with this letter of response for the February 9, 2017 Board meeting as per our Policy Manual. If the Board determines that additional discussion is warranted, they can include any number of the items for a future meeting under new or old business.

1) 12/23/17 "I request that the District's Board of Directors publicly discuss and debate why there is no History of Orangevale Recreation and Park District publicly posted anywhere on the District's internet web site, OVParks.com."

Answer: Staff will post the History of Orangevale Recreation and Park District on the District Website after review of the current document written in 1989.

2) 12/23/16 "I request that the District's Board of Directors publicly discuss and debate why my constitutional rights are being violated by the Board's employee, Greg Foell."

Answer: The District denies that your constitutional right have been violated.

3) 12/23/16 "I request that the District's Board of Directors publicly discuss and debate the District Administrator, Greg Foell's, written decision to ban me (Terry Benedict) from Orangevale Community Center Park during office hours."

Answer: You have been advised on numerous occasions of the reasons necessitating the ban from the Orangevale Community Center Park during office hours. Copies of the District's letters to you dated 10/13/11, 11/2/11, 1/25/12, and 2/28/12 are attached hereto. The District has an obligation to protect its employees and other members of the public from harassment and potential violence. You were warned multiple times that your inability to control your anger and behave in a professional manner while at the District office would result in the action taken. Your displays of anger and physical violence caused District staff and members of the

6826 Hazel Avenue
Orangevale, CA 95662
916-988-4373
OVParks.com



public to fear for their safety. The District had no alternative other than to require you to interact with the District during business hours by mail.

4) 12/23/16 "I request that the District's Board of Directors publicly discuss and debate Final 9 Sports utilizing Over-Flow Parking in violation of CEQA documents, Initial Study and Negative Declaration publicly approved by the District's Board of Directors on October 10, 2002."

Answer: Authorizing use of the overflow parking for Final 9 Sports events is in compliance with the District's policies and procedures as you have been previously advised. The District has authorized use of overflow parking to satisfy the concerns of the residents of the surrounding property. Additionally the necessity of use of the overflow parking arose well after the approval of the environmental review and approval of the project.

5) 12/23/16 "I request that the District's Board of Directors publicly discuss and debate Final 9 Sports operating as a Mini-Market without CEQA review and approval, and without the Board's approval."

Answer: The sale of snacks, drinks and items related to disc golf are covered by the District's agreement with Final 9, as well as all amendments thereto, which were approved by the Board of Directors of the District at properly agendaized Board meetings. You have previously been provided with copies of the agreement and all amendments thereto.

6) 12/23/16 "I request that the District's Board of Directors publicly discuss and debate the dollar amount the Board's employee, Greg Foell charges for copies of public records."

Answer: The charge of 25 cents per copy was determined prior to Mr. Foell's employment with the District and reasonably represents the cost of providing copies for public record act requests. If you would like to provide information supported by facts that this amount is too high, please submit same for our review.

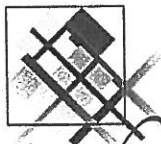
If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Greg A. Foell".

Greg A. Foell
District Administrator

6826 Hazel Avenue
Orangevale, CA 95662
916-988-4373
OVparks.com



McMurchie Law

2130 East Bidwell Street, Suite 2, Folsom, CA 95630 [916]983-8000

DAVID W. McMURCHIE
dmcmurchie@mcmurchie.com

VICKI E. HARTIGAN
vhartigan@mcmurchie.com

October 13, 2011

Mr. Terry Benedict
P.O. Box 431
Orangevale, CA 95662

Re: Orangevale Recreation and Park District

Dear Mr. Benedict:

This firm represents the Orangevale Recreation and Park District. The District has previously written to you regarding concerns about your conduct in talking with, and interacting with District staff. You were advised that it would be necessary for you to maintain a calm and professional demeanor while you were on District property or would not be permitted to return. I have been advised of several incidents in which you have exhibited behavior that is angry, threatening, and abusive, and at a minimum, belittling, demeaning and disrespectful to staff. This behavior has been viewed as harassment and is very disruptive to the staff and other members of the public.

Please be advised that the District has a responsibility to its employees and other members of the public to ensure their safety and wellbeing. In light of your increasingly abusive and threatening behavior, and continued harassment of District staff, you will no longer be allowed to be on District property or to interact with District personnel. Unfortunately, any continued interaction with the District must be handled as follows:

1. Requests for public records must be done through the mail. The District will review the request and will determine the cost, of which you will be advised by email. Once the District has received payment, the documents will be mailed to you.
2. You are still welcome to come to the Board meetings provided you remain calm and act in a respectful manner. A copy of the agenda for Board meetings will continue to be provided to you via email. If you have any comments to an agenda item and/or want to make a comment regarding a matter involving District business, but which is not on

Mr. Terry Benedict
October 13, 2011
Page 2 of 2

the agenda, you may continue to do so during the public comment period for the particular item.

3. The District does not have an obligation to provide a verbatim transcription of any oral comments in the minutes. However, you may request that a copy of a written statement be attached to the minutes for insertion into the minute book.

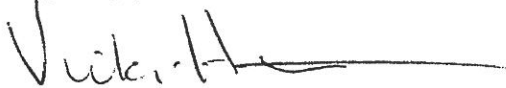
4. If you would like a copy of the minutes and/or the tape for a meeting, you will need to make a public records act request.

5. If you would like to discuss any matters regarding the District with Mr. Foell, you must do so via telephone.

The District regrets that it has become necessary to impose these limitations, however, as stated above, it has a responsibility to staff to provide a safe and harassment free workplace. If you refuse to abide by these restrictions, it will become necessary for the District to apply for a restraining order.

If you would like to discuss these restrictions, please do not hesitate to contact me.

Very truly yours,



VICKI E. HARTIGAN

VEH:sjm

cc: Client



11/2/11

Terry Benedict
P.O. Box 431
Orangevale, CA 95662

Dear Mr. Benedict,

A letter was sent to you on October 13, 2011 by the District's attorney which you sent back unopened with comments on a separate page. A copy of the attorney's letter was given to you when you came into the office on 10/19/11. On this occasion you tossed the letter on the counter without reading it. A copy of the letter is enclosed. The letter outlines how the District will address any of your future record requests. This was necessitated by your behavior which has been viewed as harrassing and disruptive. The District has a responsibility to provide a safe and harrassment free environment for employees and patrons.

The letter states that you must conduct record request business with the District by written requests through the mail. For other matters regarding the District, contact the District Administrator by telephone or email. As discussed with you when you came into the office on 10/19/11, the District will make arrangements for you to review the records you request in writing or provide copies.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Greg A. Foell
District Administrator

6826 Hazel Avenue
Orangevale CA 95662
916-988-4373
foellorpd@ovparks.com



1/25/12

Terry Benedict
P.O. Box 431
Orangevale, CA 95662

Dear Mr. Benedict,

A letter was sent to you on 11/2/11 that stated how future record requests would be handled by the District. The letter stated that you must conduct record request business with the District by written requests through the mail. For other matters regarding the District, you are to contact the District Administrator by telephone or email. This was also discussed with you when you came into the office on 10/19/11.

The letter specifically stated, that this was necessitated by your behavior which has been viewed as harrassing and disruptive. The District has a responsibility to provide a safe and harrasment free environment for employees and patrons.

Since being informed of this you have come into the office on two occasions (most recently on 1/17/12) to drop off record requests. In the future, please mail your record requests and payments or you may drop them in the drop box at the District Office after 6:30 p.m. daily or on the weekends when the community center is open. After receiving payment for requested documents, we will copy them and mail the material to you. We will also mail the monthly Board packets you have requested.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Greg A. Foell
District Administrator

6826 Hazel Avenue
Orangevale CA 95662
916-988-4373
foellorpd@ovparks.com



McMurchie Law

2130 East Bidwell Street, Suite 2. Folsom, CA 95630 [916]983-8000

DAVID W. McMURCHIE
dmcmurchie@mcmurchie.com

VICKI E. HARTIGAN
vhartigan@mcmurchie.com

February 28, 2012

Mr. Terry Benedict
P.O. Box 431
Orangevale, CA 95662

Re: Orangevale Recreation and Park District

Dear Mr. Benedict:

This firm represents the Orangevale Recreation and Park District (the "District"). Both the District and this office have written to you regarding concerns about your conduct while interacting with District staff. On October 13, 2011 you were advised that you would no longer be allowed on District property during business hours, and set forth the means by which you could continue to conduct business with the District. While you abided by these guidelines for a couple of months, I have been advised that you have begun coming into the District offices again and have displayed your anger on more than one occasion.

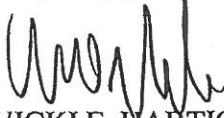
As you were previously advised, the District has a responsibility to protect its employees from harassment. District employees have the right to be free from harassment, even where the harasser is a member of the public and not another employee. The District not only may, but must, take action to ensure that any harassment is prevented. It will therefore be necessary for you to abide by the restrictions you have previously been provided. A copy of my October 13, 2011 letter to you is enclosed for your reference.

Your actions have created a lot of unnecessary expense to the District in a time where budget cuts have been necessary. These funds could be used to provide park and recreational services to the community. Please take this into consideration in determining your future conduct. If you continue to harass District staff it will become necessary to seek a restraining order which will be time consuming and expensive for both parties. I look forward to your cooperation so that this does not become necessary.

Mr. Terry Benedict
February 28, 2012
Page 2 of 2

If you would like to discuss these restrictions, please do not hesitate to contact me.

Very truly yours,



VICKI E. HARTIGAN



VEH:sjm

cc: Client

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale CA 95662

January 25, 2017

Re: agenda item request from a district resident: the districts board of directors have never required directors to receive a copy of the Ralph m. brown act


Attn: District Administrator and/or the Chairman

Pursuant to 4.1.3 (page 22) of the OR&PD 2016 Operational Policies and Procedures Manual I'm making an agenda item request that directly relates to a subject matter under the jurisdiction of the District's Board of Directors, and respectfully request that my agenda item be included under "New Business" on the February 2017 regularly scheduled Board of Directors meeting.

I request that the District's Board of Directors publicly discuss and debate the Districts elected Board of Directors have never required (54952.7.) directors to receive a copy of the Ralph M. Brown Act.

Please Note: Pursuant to making a Grand Jury complaint I need to show the Grand Jury I made a reasonable and acceptable effort to the Board of Directors for the Boards consideration and/or action on this matter.

Sincerely


Terry Benedict

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale CA 95662

January 25, 2017

Re: agenda item request from a district resident: the districts internet web site is technologically inadequate

Attn: District Administrator and/or the Chairman

Pursuant to 4.1.3 (page 22) of the OR&PD 2016 Operational Policies and Procedures Manual I'm making an agenda item request that directly relates to a subject matter under the jurisdiction of the District's Board of Directors, and respectfully request that my agenda item be included under "New Business" on the February 2017 regularly scheduled Board of Directors meeting.

I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site is technologically inadequate.

Please Note: Pursuant to making a Grand Jury complaint I need to show the Grand Jury I made a reasonable and acceptable effort to the Board of Directors for the Boards consideration and/or action on this matter.

Sincerely


Terry Benedict

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale CA 95662

January 25, 2017

Re: agenda item request from a district resident: the districts internet web site lacks a downloadable public records request form

Attn: District Administrator and/or the Chairman

Pursuant to 4.1.3 (page 22) of the OR&PD 2016 Operational Policies and Procedures Manual I'm making an agenda item request that directly relates to a subject matter under the jurisdiction of the District's Board of Directors, and respectfully request that my agenda item be included under "New Business" on the February 2017 regularly scheduled Board of Directors meeting.

I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks a downloadable public records request form.

Please Note: Pursuant to making a Grand Jury complaint I need to show the Grand Jury I made a reasonable and acceptable effort to the Board of Directors for the Boards consideration and/or action on this matter.

Sincerely


Terry Benedict

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale CA 95662

January 25, 2017

Re: agenda item request from a district resident: the districts internet web site lacks public information on how a district resident can become a member/director of the board

Attn: District Administrator and/or the Chairman

Pursuant to 4.1.3 (page 22) of the OR&PD 2016 Operational Policies and Procedures Manual I'm making an agenda item request that directly relates to a subject matter under the jurisdiction of the District's Board of Directors, and respectfully request that my agenda item be included under "New Business" on the February 2017 regularly scheduled Board of Directors meeting.

I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks public information on how a District resident can become a member/director of the District's Board of Directors.

Please Note: Pursuant to making a Grand Jury complaint I need to show the Grand Jury I made a reasonable and acceptable effort to the Board of Directors for the Boards consideration and/or action on this matter.

Sincerely


Terry Benedict

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale CA 95662

January 25, 2017

Re: agenda item request from a district resident: the districts internet web site lacks public information concerning the formation/reorganization of the district

Attn: District Administrator and/or the Chairman

Pursuant to 4.1.3 (page 22) of the OR&PD 2016 Operational Policies and Procedures Manual I'm making an agenda item request that directly relates to a subject matter under the jurisdiction of the District's Board of Directors, and respectfully request that my agenda item be included under "New Business" on the February 2017 regularly scheduled Board of Directors meeting.

I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks public information concerning the formation/reorganization of Orangevale Recreation and Park District.

Please Note: Pursuant to making a Grand Jury complaint I need to show the Grand Jury I made a reasonable and acceptable effort to the Board of Directors for the Boards consideration and/or action on this matter.

Sincerely


Terry Benedict

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662

Terry Benedict
9365 Central Avenue
Orangevale CA 95662

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale CA 95662

January 25, 2017

Re: agenda item request from a district resident: the districts internet web site lacks public information concerning director's terms of office and when elected

Attn: District Administrator and/or the Chairman

Pursuant to 4.1.3 (page 22) of the OR&PD 2016 Operational Policies and Procedures Manual I'm making an agenda item request that directly relates to a subject matter under the jurisdiction of the District's Board of Directors, and respectfully request that my agenda item be included under "New Business" on the February 2017 regularly scheduled Board of Directors meeting.

I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks public information concerning directors terms of office and when directors were elected.

Please Note: Pursuant to making a Grand Jury complaint I need to show the Grand Jury I made a reasonable and acceptable effort to the Board of Directors for the Boards consideration and/or action on this matter.

Sincerely


Terry Benedict

ORANGEVALE RECREATION AND PARK DISTRICT-6826 HAZEL AVENUE-ORANGEVALE CA 95662



2/2/17

Terry Benedict
9365 Central Avenue
Orangevale, CA 95662

Dear Mr. Benedict,

This letter is in response to your six letters dated on January 25, 2017 and received January 27, 2017, requesting the following six items be included under "new business" on the February 2017 regularly scheduled Board of Directors meeting. They will be included under "correspondence" with this letter of response for the February 9, 2017 Board meeting as per our Policy Manual. If the Board determines that additional discussion is warranted, they can include any number of the items for a future meeting under new or old business.

1) 1/25/17 "I request that the District's Board of Directors publicly discuss and debate the Districts elected Board of Directors have never required (54952.7) directors to receive a copy of the Ralph M. Brown Act."

Answer: The legislation cited states that it is permissible for the legislative body to require that a copy of the Brown Act to board members be provided but it is not mandatory. The Board participates in ethics training which discusses the Brown Act and the Public Records Act and the District also provides the Board members periodic workshops at the District offices on the subject.

2) 1/25/17 "I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site is technologically inadequate."

Answer: There is insufficient information to respond to this in that no examples are presented as to the reasons why you are claiming the website is technologically inadequate. The District is currently in the process of redesigning the website.

3) 1/25/17 "I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks a downloadable public records request form."

Answer: Although the District does not provide a form for members of the public to submit, all requests for information are responded to as prescribed by the Public Records Act.

4) 1/25/17 "I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks public information

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OVparks.com



on how a District resident can become a member /director of the District's Board of Directors."

Answer: This information is more appropriately obtained through the County elections Office. Any opportunities for members of the public to be appointed through a vacancy on the Board are advertised on the Districts website.

5) 1/25/17 "I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks public information concerning the formation/reorganization of Orangevale Recreation and Park District."

Answer: The District would be happy to provide this information on the website.

6) 1/25/17 "I request that the District's Board of Directors publicly discuss and debate the Districts Internet Web Site lacks public information concerning directors terms of office and when directors were elected."

Answer: The District would be happy to provide this information on the website.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Greg A. Foell
District Administrator

6826 Hazel Avenue
Orangevale, CA 95662
916-988-4373
OVparks.com

STAFF REPORT



DATE: 2-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – JANUARY 2017

ADMINISTRATION

The Personnel Committee met on January 12th.

Administrator Foell attended an Administrators Meeting on January 25th.

RECREATION

Recreation Supervisor Bain attended NCAMA meeting January 12

Recreation Supervisor Bain attended VFCAL swim meeting January 25

January Activities	Enrollment	Attendance	Gross Revenue
Classes			
3-D Animation Skills and Tech	1		\$ 69.00
Aikido Teen/Adult	9		\$ 1,246.00
Aikido Youth	12		\$ 954.00
Ballet - Baby	2		\$ 60.00
Ballet - Pre Ballet	5		\$ 156.00
Basketball Carnegie	23		\$ 2,355.00
Basketball Gold River	23		\$ 2,310.00
Basketball Orangevale Open	17		\$ 1,754.00
Basketball Pasteur	17		\$ 1,725.00
Basketball Winter Youth	62		\$ 7,196.00
Digital Comic Book Creation	1		\$ 99.00
Jazzercise		277	
Jujitsu Self Defense	5		\$ 555.00
Karate Preschool	3		\$ 336.00
Karate SA Shotokan	7		\$ 876.00
Parent Participation	1		\$ 84.00
Gymnastics			
Parkour & Free Running	10		\$ 1,526.00
Pediatric CPR & First Aid	1		\$ 75.00
Simply Crafty Women		7	
Social Security: how to pay less	11		\$ 116.00
Tai Chi Chuan	8		\$ 606.00
Ukulele	31		\$ 31.00
Video Game Coding & Design	1		\$ 99.00
Classes Sub Total	250	284	\$ 22,228.00
Preschool			
Kinder Kidz	21		\$ 5,625.00

Orange Blossoms	9		\$ 2,030.00
Trips Sub Total	30	0	\$ 7,655.00
SENIORS			
Bridge		54	\$ 54.00
Mens 50+ 3 on 3 basketball	1		\$ 30.00
Mid-Day Movies		3	
Senior Lunches		108	
Seniors Sub Total	1	165	\$ 84.00
GRAND TOTAL	281	449	\$ 29,967.00

January Gross Revenue Recap – January OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$43,162, \$1,838 under the projected amount. January recreation revenue came in at \$39,816, \$1,184 under the projected amount and facility revenue in came in at \$3,346, \$654 under the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in January.*

UPCOMING EVENTS

- Best Friends Bash February 17th
- Magic Show March 4th
- Shamrock Shenanigans March 17th

SECURITY

No Report

PARKS

General: Routine maintenance at all sites. New pest control company servicing District facilities (Neighborly Pest Management).

A Sierra College intern is assisting with tree care.

On-going storm clean-up was conducted at all parks.

Community Center: Roof repairs. Tree pruning/removals. Pool restroom painting. Pool test pump repairs. Athletic field closed due to saturated turf.

Youth Center Park: Two large trees removed along outfield fence. Athletic field closed due to saturated turf. Floor waxed in the Youth Center building.

Kidz Korner: General custodial.

Almond Park: Tree pruning/removals. Fence section removal.

Pecan Park: Athletic field closed due to saturated turf. Large tree fell and damaged a pathway light. Broken irrigation main due to vandalism.

Palisades Park: Athletic fields closed due to saturated turf.

Coleman: Tree pruning. Athletic fields closed due to saturated turf (exception: West field available weekend of the 28th).

Community Park: Tree pruning. Large tree fell near Disc Golf parking lot. Oak/Filbert restroom painted. Athletic fields closed due to saturated turf (exception: Horse Arena field available weekend of the 28th).

Pasteur: Athletic field closed due to saturated turf.

Sundance: Tree pruning. Wildflower seeding. Responded to two residents with tree concerns.

Streng: Wildflower seeding.

Rollingwood: Tree pruning.

STAFF REPORT



DATE: 2-9-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: PRESENTATION AND APPROVAL OF THE PLANS,
SPECIFICATIONS, AND INFORMAL BID DOCUMENTS FOR THE
ALMOND PARK SHADE STRUCTURE PROJECT**

RECOMMENDATION

Approve the plans, specifications, and informal bid documents for the Almond Park Shade Structure Project.

BACKGROUND

The Almond Park Master Plan was approved at the November 2016 Board Meeting. The Master Plan recommended the addition of one large and two small shade structures. The Board approved the planning and construction of the large shade structure at Almond Park as part of the 2016/17 Fiscal Budget in the amount of \$60,000. The Board approved the project at the January 2017 Board Meeting. The bid documents, plans and specifications have been prepared and are included in the packet. Staff recommends approving the plans, specifications, and informal bid documents for the Almond Park Shade Structure Project and to direct the District Administrator bid the project.

RECOMMENDED MOTION

I move we approve the Plans, Specifications, and Informal Bid Documents for the Almond Park Shade Structure Project and authorize the District Administrator to bid the project.

PROJECT BID/CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF
SITE IMPROVEMENTS FOR

ALMOND PARK SHADE STRUCTURES
ORANGEVALVE RECREATION AND PARK DISTRICT

ORANGEVALE, CA

Prepared for:

Orangevale Recreation and Park District
6826 Hazel Avenue, Orangevale, CA 95662
PH: (916) 988-4373
Fax: (916) 988-3496

Bid Due Date: March 21, 2017, 1pm PST

Anticipated Start Date: April 17, 2017

Bid Documents Prepared by:

MTWgroup
10411 Old Placerville Road
Suite 205
Sacramento, CA 95827
PH: (916) 369-3990
Fax: (916) 369-3995

Plans Prepared by:

MTWgroup
10411 Old Placerville Road
Suite 205
Sacramento, CA 95827
PH: (916) 369-3990
Fax: (916) 369-3995

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SPECIFICATIONS

No Construction specifications

END SECTION

NOTICE TO CONTRACTORS INVITING INFORMAL BIDS

NOTICE IS HEREBY GIVEN that Orangevale Recreation and Park District (the "District") will receive informal sealed bids for the award of contract for the following described project as follows:

BID DATE: March 21, 2017, no later than 1:00 p.m. Pacific Time

SUBMIT BIDS TO: Orangevale Recreation & Park District
6826 Hazel Avenue
Orangevale, CA 95662

PROJECT DESCRIPTION: Almond Shade Structures

PROJECT ESTIMATE: \$52,300 (Base Bid)

CONTRACTOR'S CALIFORNIA LICENSE General Contractor

AND/OR CLASS REQUIRED Class: A, B

Informal Bidding Pre-Registration List. The District has adopted, by ordinance, the California Uniform Public Construction Cost Accounting Act (UPCCAA) in accordance with Public Contract Code Section 22023. Any public works project that is estimated to be below \$175,000.00 is subject to the informal bidding procedures set forth by the State of California Uniform Construction Cost Accounting Commission. If a bid is submitted without being on the Pre-Registration list, the bid will be deemed non-responsive and returned unopened. For placing Contractor's name on District's List of Qualified Contractors, please contact the District Administrator at (916) 988-4373.

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the District offices at 6826 Hazel Avenue, Orangevale, California, 95662 and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

THERE WILL BE A MANDATORY PRE-BID MEETING ON TUESDAY, MARCH 7, 2017 AT 11:00 AM AT THE PROJECT SITE 5901 ALMOND AVENUE, ORANGEVALE, CA 95662. Any contractor bidding on the Project who fails to attend the entire mandatory pre-bid meeting will be deemed a non-responsive bidder and will have its bid returned unopened.

Award of this Contract requires a valid California contractor's license with the classification identified above at the time of award and throughout the duration of this Contract. The Contractor's California State License Number shall be clearly stated on the bidder's proposal.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Copies of the bid documents, plans and specifications are available at the office of the District, 6826 Hazel Avenue, Orangevale, California between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday. Complete plans and specifications are available on the District's website at www.ovparks.com.

Each bid must be submitted on the bid forms provided in the Contract Documents, including the Proposal for Construction Contract - Bid Form, List of Proposed Subcontractors, Contractor Responsibility Determination Criteria, Noncollusion Affidavit and Pre-Bid Site Inspection Certification to the clerk of the Board of Directors on standard forms which may be obtained from the District at 6826 Hazel Avenue, Orangevale, California. Said proposal is to be accompanied by bid security in the form of a certified check, cashier's check or bidder's bond by a surety admitted to do business in the State of California, for an amount equal to not less than ten percent (10%) of the amount of the bid submitted to be made payable to the ORANGEVALE RECREATION & PARK DISTRICT. Each bidder shall submit with its bids – on the form furnished with the Contract Documents – a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq. All subcontractors listed must be registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5.

The successful contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Section 1720 et seq. and 1770 et seq. of the California Labor Code, it shall be mandatory for the Contractor to whom the contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the District office 6826 Hazel Avenue, Orangevale, California. Those copies shall be made available to any interested party on request.

The successful contractor and all subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This Project is subject to monitoring and enforcement by the Department of Industrial Relations. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the Labor Commissioner in accordance with Labor Code Section 1771.4 on at least a monthly basis (or more frequently if required by the District) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified or determined as the result of its own investigation, that Contractor or its subcontractors are in violation of any of the requirements set forth in Labor Code Section 1720 et seq. at no penalty or cost to the District.

The successful bidder shall also be required to furnish a bond for the faithful performance of the

contract for the work in an amount equal to one hundred percent (100%) of the contract price for the work, and an additional bond in an amount equal to one hundred percent (100%) of the contract price for the work to secure payment of claims for materials furnished for or labor performed in the performance of the work. All bonds shall be issued by sureties admitted to do business in the State of California. All bonds shall be accompanied by a certificate of fact issued by the County of Sacramento, Department of Finance, County Clerk - Recorder, pursuant to Code of Civil Procedure, Section 995.640(a) or a certified copy of the Certificate of Authority issued by the State of California, Department of Insurance, with respect to any proposed surety.

The form of agreement which the successful bidder will be required to enter into will require that five percent (5%) of each progress payment be placed in retention to ensure the satisfactory performance of the contract. Alternatively, the successful bidder may substitute securities for the monies being held in retention, at bidder's sole cost and expense, as more particularly set forth in Public Contract Code Section 22300.

No telephone or facsimile machine will be available to bidders on the District premises at any time. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for opening of bids. The Board of Directors of the District reserves the right to reject any or all bids received as the public good may require and to waive any informality in bidding.

Dated: February 9, 2017

ORANGEVALE RECREATION AND PARK

By: _____
Clerk of the Board of Directors

INSTRUCTIONS TO BIDDERS

From: BOARD OF DIRECTORS OF ORANGEVALE RECREATION AND PARK DISTRICT

Project: ALMOND PARK SHADE STRUCTURES

I

DEFINITIONS

1. Definitions set forth in the Contract Documents are applicable to the bidding documents.
2. "Bidding documents" include the Notice to Contractors Inviting Informal Bids, these Instructions to Bidders, any supplementary instructions to bidders, any addenda, Pre-Bid Site Inspection Certification, the Proposal for Construction Contract - Bid Form ("Bid Form"), the List of Proposed Subcontractors, the Noncollusion Affidavit, and the proposed Contract Documents. The proposed "Contract Documents" consist of the form of Agreement between the District and Contractor, General and Supplementary Conditions to the Contract, and drawings, specifications and all addenda issued prior to execution of the Contract Documents.
3. "Addenda" are written or graphic instruments issued by the District prior to the execution of the Contract Documents that modify or interpret the bidding documents by additions, deletions, clarifications or corrections.
4. A "bid" is a complete and properly signed proposal to do the work for the sums stipulated therein, submitted in accordance with the bidding documents.
5. The "base bid" is the sum stated in the bid for which the Bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in alternate bids.
6. An "alternate bid" (or "Alternate") is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in the work, as described in the bidding documents, is accepted.
7. A "unit price" is an amount stated in the bid as a price per unit of measurement for materials, equipment or services or a portion of the work as described in the bidding documents.
8. A "bidder" is a person or entity who submits a bid.
9. A "subcontractor" is a person or entity who submits a bid to a bidder for materials,

equipment or labor for a portion of the work.

II

BIDDER'S REPRESENTATIONS

1. The bidder, by making a bid, represents that:
 - A. The bidder has read and understands the bidding documents and the proposed Contract Documents, and the bid is made in accordance therewith.
 - B. The bidder has read and understands the bidding documents and Contract Documents to the extent that such documentation relates to the work for which the bid is submitted, and for other portions of the project, if any, being bid concurrently or presently under construction.
 - C. The bidder has visited the site, become familiar with local conditions under which the work is to be performed and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents.
 - D. The bid is based upon the materials, equipment and systems required by the bidding documents without exception.
 - E. The bidder represents that it is licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California, to do the type of work contemplated in the project, and that it is skilled and regularly engaged in the general class or type of work called for in the bidding documents. The bidder further represents that the contractor's license number and date of expiration listed on the Bid Form and the other representations made in the Bid Form and these Instructions to Bidders are true and correct.
 - F. The bidder represents and warrants that it is registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

III

BIDDING DOCUMENTS

1. Copies:
 - A. Bidders may obtain complete sets of the bidding documents including plans and specifications for the project at the locations set forth in the Notice to Contractors Inviting Informal Bids.
 - B. Bidding documents will not be issued directly to subcontractors or others unless

specifically offered in the Notice to Contractors Inviting Informal Bids, or in supplementary instructions to bidders.

- C. Bidders shall use complete sets of bidding documents in preparing bids; the District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- D. In making copies of the bidding documents available on the above terms, the District does so only for the purpose of obtaining bids on the work and does not confer a license or grant permission for any other use of the bidding documents.

2. Interpretation or Correction of Bidding Documents:

- A. The bidder shall carefully study and compare the bidding documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the bid is submitted, shall examine the site and local conditions, and shall at once report to the District any errors, inconsistencies or ambiguities discovered.
- B. Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, labor, etc. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule, or the sum of two or more bidding schedules, does not equal the total amounts quoted, the individual item or schedule amount shall govern and the corrected total shall be deemed to be the amount bid.
- C. Bidders and subcontractors requiring clarification or interpretation of the bidding documents shall make a written request to the District at least seven (7) days prior to the date for receipt of bids.
- D. Interpretations, corrections and changes of the bidding documents will be made by addendum. Interpretations, corrections and changes of the bidding documents made in any other manner will not be binding and bidders shall not rely upon them.

3. Substitutions:

- A. The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of bids unless written request for approval has been received by the District at least ten (10) days prior to the

date for receipt of bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution. The District's decision of approval or disapproval of a proposed substitution shall be final.

- C. If the District approves a proposed substitution prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the contract award unless specifically provided in the Contract Documents.

4. Addenda:

- A. Addenda will be mailed or delivered to all who are known by the District office to have received a complete set of bidding documents.
- B. Copies of addenda will be made available for inspection at the District office.
- C. No addenda will be issued later than four (4) days prior to the date for receipt of bids except in addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.
- D. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued, and the bidder shall acknowledge their receipt in the bid.

5. List of Proposed Subcontractors:

- A. The bidder shall perform, with its own organization and employees, work of a value not less than fifty percent (50%) of the value of all work contemplated by the Contract Documents except when certain items are exempted from said fifty percent (50%) requirement by written instructions from the District.
- B. All subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- C. In accordance with Section 4100 et seq. of the Public Contract Code of the State of California each bid shall be accompanied by a List of Proposed Subcontractors on the form provided with the Bid Form which shall specify (a) the name, location of place of business, and contractor's license number of each subcontractor who will perform work or labor, or render service to the general contractor with respect to the construction of the work or improvement, or of each subcontractor who shall specially fabricate and/or install a portion of the work or improvement according to the plans and specifications, in an amount in excess of one-half of one percent (.5%) of the total bid; and (b) the portion of the work which will be done by each such subcontractor. The bidder shall list only one

subcontractor for each portion of the work as defined by the bidder in its bid.

- D. If bidder fails to specify a subcontractor for any portion of the work to be performed pursuant to the Contract Documents in excess of one-half of one percent (.5%) of the total bid, the bidder agrees to perform that portion of the work itself.
6. Anti-Discrimination.
- A. It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, gender, gender identity, gender expression, age, sexual orientation, marital status, physical disability, mental disability, medical condition, and/or genetic information, . All Bidders agree to comply with the District's anti-discrimination policy and all applicable federal and California anti-discrimination laws including but not limited to the California Fair Employment and Housing Act beginning with California Government Code Section 12940, et seq. and California Labor Code Section 1735. In addition, all bidders agree to require like compliance by any subcontractor employed by them on the work of the Contract Documents.

IV

BIDDING PROCEDURES

- 1. Form and Style of Bids:
 - A. Bids shall be submitted on forms identical to the form included with the bidding documents. All bids shall be accompanied by a Pre-Bid Site Inspection Certification, List of Proposed Subcontractors and a Noncollusion Affidavit in order to be considered a complete bid.
 - B. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
 - C. Interlineations, alterations and erasures must be initialed by the signer of the bid.
 - D. All requested alternates shall be bid. If no change in the base bid is required, enter "No Change".
 - E. Where two (2) or more bids for designated portions of the work have been requested, the bidder may, without forfeiture of the bid security, state the bidder's refusal to accept award of less than the combination of bids stipulated by the bidder. The bidder shall make no additional stipulations on the bid form nor

qualify the bid in any other manner.

- F. Each copy of the bid shall include the legal name of bidder and a statement that bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.
- G. Each copy of the bid must be signed in the same name-style in which the bidder is licensed by the Contractor's License Board of the State of California. Each copy of the bid shall include the bidder's contractor's license number which covers the work to be performed pursuant to the plans and specifications, the date of expiration of the bidder's contractor's license, and a statement under penalty of perjury signed by the authorized representative of the bidder that all the information contained in the Bid Form is true and correct. Any bid not containing this information, or a bid containing the information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the District pursuant to the requirements of Business and Professions Code Section 7028.15.

2. Bid Security:

- A. Each bid shall be accompanied by bid security in the form and amount required, pledging that the bidder will enter into a contract with the District on the terms stated in the bid and will, if required, furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. Bid security shall be in the amount of not less than ten percent (10%) of the amount of the bid being submitted by Contractor, and may be in the form of a certified check, cashier's check or surety bond. Should the bidder refuse to enter into such a contract or fail to furnish the bonds required by this Invitation to Bid and the Contract Documents, the amount of the bid security shall be forfeited to the District as liquidated damages, not as a penalty.
- B. Surety bonds shall be written on the form provided in the bidding documents and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- C. All surety bonds shall be issued by a surety admitted to do business in the State of California as an insurer. Each bid shall be accompanied by a certificate of fact issued by the County of Sacramento, Department of Finance, County Clerk-Recorder, with respect to such surety, which certificate is issued pursuant to Code of Civil Procedure, Section 995.640(a) or a certificate of authority with respect to such surety issued by the State of California, Department of Insurance. By virtue of submitting the Bid Form in response to the bidding documents, the bidder certifies under penalty of perjury that all bonds provided are issued by a surety admitted to do business in the State of California as an insurer.

- D. The District will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.
3. Submission of Bids:
- A. All copies of the Bid Form, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to ORANGEVALE RECREATION AND PARK DISTRICT and shall be identified with the project name, bidder's name and address and, if applicable, the designated portion of the work for which the bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- B. Bids shall be deposited at the District office prior to the time and date for receipt of bids. Bids received after the time and date for receipt of bids shall be returned unopened.
- C. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.
- D. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. Modification or Withdrawal of Bid:
- A. A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and each bidder so agrees in submitting a bid.
- B. Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the District at the District office. Such notice shall be in writing over the signature of the bidder or by telegram. If by telegram, written confirmation over the signature of the bidder shall be mailed and postmarked on or before the date and time set for receipt of bids. A change shall be so worded as not to reveal the amount of the original bid.
- C. Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids provided that they are fully in conformance with these Instructions to Bidders.
- D. Bid security, if required, shall be in an amount sufficient for the bid as modified or resubmitted.

5. Disqualification of Bidders:

- A. The bidder declares by the submission of a bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, organization or corporation, and that the bid is genuine and not collusive or a sham.
- B. More than one bid from any individual, firm, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work will cause the rejection of all bids in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered.

6. Relief of Bidders:

- A. Attention is directed to the provisions of Public Contract Code Section 5100 et seq. concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in its bid, the bidder shall give the District written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

7. Public Records:

- A. Bid proposals and other documents responding to the Notice Inviting Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions, all bid proposals and other documents submitted in response to the Notice to Contractors Inviting Informal Bids becomes a matter of public record and shall thereupon be considered public records, except for information contained in such bid proposals deemed to be trade secrets (as defined in California Civil Code Section 3426.1) and information provided in response to the Contractor Responsibility Determination Criteria form. A bidder that indiscriminately marks all or most of its bid proposal as exempt from disclosure as a public record, whether by the notations of "trade secret", "confidential", "proprietary" or otherwise, may render the bid proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as bid proposals are deemed a matter of public record pursuant to the above, any bidder or other party shall be afforded access for inspection and/or copying of such bid proposals, by request made to the District in conformity with the California Public Records Act (California Government Code Section 6250, et seq.). If the District is required to defend or otherwise respond to any action or

proceeding wherein request is made for the disclosure of the contents of any portion of a bid proposal deemed exempt from disclosure hereunder, the bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

V

CONSIDERATION OF BIDS

1. Opening of Bids:
 - A. Unless stated otherwise in the Notice to Contractors Inviting Informal Bids, the properly identified bids received on time will be opened publicly and will be read aloud.
2. Rejection of Bids:
 - A. The District shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the bidding documents, or reject a bid which is in any way incomplete or irregular.
3. Consideration of Bids:
 - A. After the bids have been opened and read, they may be checked for accuracy and compliance with the requirements of the bidding documents.
 - B. It is the intent of the District to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. It is the intention of the District to award a contract only to a responsible bidder who has furnished satisfactory evidence that it has the requisite experience and ability, and that it has sufficient capital, facilities and plant to enable it to prosecute the work successfully and promptly, and to complete it within the time stated in the Contract Documents.
4. Acceptance of Bid (Award):
 - A. Award of the contract will be to the lowest responsible bidder who has demonstrated the requisite experience, ability and financial resources to complete the work successfully and promptly, has demonstrated the ability to abide by all

terms set forth in the Contract Documents and whose bid complies with the specified requirements.

- B. The District shall have the right to waive informalities or irregularities in a bid received and to accept the bid which, in the District's judgment, is in the District's best interests.
- C. The District shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the bidding documents, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

5. Bid Protest Procedures:

Any bidder submitting a bid to the District may file a protest of the District's intent to award the contract provided that each and all of the following are complied with:

- A. The bid protest is in writing.
- B. The bid protest is filed and received by the District not more than five (5) calendar days following the Bid Opening Date.
- C. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the bid protest. Any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's designee shall review and evaluate the basis of the bid protest. The District's designee shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Directors will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's designee. Action by the District's Board of Directors relative to a bid protest shall be final and not subject to appeal or reconsideration. The rendition of a written statement by the District's designee and action by the Board of Directors to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the contract, the District's disposition of any bid protest or the District's decision to reject all bid proposals. I

VI

POST-BID INFORMATION

1. Submittals:

- A. Bidder shall, as soon as practicable after notification of selection for the award of a contract, furnish to the District in writing:
- (1) A designation of the work to be performed with the bidder's own forces;
 - (2) Names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the work; and
 - (3) Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work.
- B. The bidder will be required to establish to the satisfaction of the District the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents.
- C. Prior to the award of the contract, the District will notify the bidder in writing if the District, after due investigation, has reasonable objection to a person or entity proposed by the bidder. If the District has reasonable objection to a proposed person or entity, the bidder may, at the bidder's option, (1) withdraw the bid, or (2) submit an acceptable substitute person or entity with an adjustment in the base bid or alternate bid to cover the difference in cost occasioned by such substitution. The District may accept the adjusted bid price or disqualify the bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
- D. Persons and entities proposed by the bidder and to whom the District has made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with the written consent of the District.

2. Return of Bid Security:

- A. When the award of the contract has been made, the bid security accompanying the three lowest bids shall be retained by the District. All other security for bids not to be further considered in making the award will be returned. The retained bid security will be returned when the contract has been fully executed.

VII

PERFORMANCE BOND AND PAYMENT BOND

1. Bond Requirements:

- A. The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The second bond shall be the payment bond required by Division Four, Part 6, Title 3, Chapter 5 of the Civil Code of the State of California. Bonds must be secured through sureties admitted to do business in the State of California.
- B. The cost of furnishing such bonds shall be included in the bid. If the furnishing of such bonds is required after receipt of bids and before execution of the contract, the cost of such bonds shall be added to the bid in determining the contract sum.

2. Time of Delivery and Form of Bonds:

- A. The bidder shall deliver the required bonds to the District at the time of execution of the Contract Documents. Prior to execution of the Contract Documents, bidder shall submit evidence satisfactory to the District that such bonds will be furnished and delivered in accordance with the bidding documents.
- B. The bidder shall also deliver a certificate of fact with respect to such surety issued by the County of Sacramento, Department of Finance, County Clerk - Recorder, which certificate is issued pursuant to Code of Civil Procedure Section 995.640(a), or a certificate of authority with respect to such surety issued by the State of California, Department of Insurance. The required certificates shall certify that each surety issuing bonds on behalf of bidder is admitted to conduct surety business in the State of California. If the required bonds and certificates are not received by District by the time for execution of the Agreement, the bid will be rejected as nonconforming and award of the contract may be made to the next lowest responsible bidder. The bid security of bidder shall be forfeited to the District as liquidated damages, not as a penalty.
- C. The bonds shall be in substantially the same form as set forth in the bidding documents and both the performance bond and payment bond shall be written in the amount of the contract sum.
- D. The bonds shall be dated on or after the date of the Contract Documents.
- E. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

VIII

AGREEMENT BETWEEN PARK DISTRICT AND CONTRACTOR

1. Execution of Agreement:

- A. A contract agreement shall be executed by the successful bidder in the form included in the Bidding Documents and returned, together with the required surety bonds and certification of insurance within ten (10) days after receipt of the contract form.
- B. The Contract Documents will require that five percent (5%) of each progress payment be placed in retention to ensure the satisfactory performance of the Contract Documents. Alternatively, the Contractor may substitute securities for the monies being held in retention, at Contractor's sole cost and expense, as more particularly set forth in Public Contract Code Section 22300.
- C. If the bidder to whom the award is made fails or refuses to enter into the contract within ten (10) calendar days from the time the Contract Documents are first received by the contractor, then the successful bidder's bid security shall be forfeited pursuant to the provisions of Section IV, Paragraph 2 of these Instructions to Bidders. The District may then award the contract to the next lowest responsible bidder.

2. Workers' Compensation Insurance.

Pursuant to California Labor Code Section 3700, the successful bidder shall secure workers' compensation insurance for its employees engaged in the work of the Contract Documents. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the work under the Contract Documents:

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

The form of such Certificate is included as part of the Contract Documents.

PRE-BID SITE INSPECTION CERTIFICATION

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

Name of Bidder: _____

Dated: _____

By _____

Title: _____

Persons who inspected site of the proposed work for your firm:

Name: _____ Date of inspection: _____

Title: _____

Name: _____ Date of inspection: _____

Title: _____

Name: _____ Date of inspection: _____

Title: _____

LIST OF PROPOSED SUBCONTRACTORS
(to be submitted with bid)

Pursuant to the provisions of Public Contract Code Section 4100 *et seq.*, bidder shall set forth (a) the name, location of the place of business, and Contractor's License Number of each subcontractor who will perform work or labor or render service to prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of prime contractor's total bid; (b) the portion of the work which will be done by each such subcontractor under this act. Prime contractor shall list only one subcontractor for each such portion as is defined by prime contractor in its bid. All work in excess of one-half of one percent of this bid, for which no subcontractor is listed below, shall be performed by the bidder. All subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bidder shall not substitute any subcontractor in place of any subcontractor which is listed below or permit any subcontractor to be assigned or transferred, or allow work to be performed by anyone other than the designated subcontractor, or sublet or subcontract any of the work in excess of on-half of one percent of this bid as to which a subcontractor is not herein designated, except as otherwise provided in the Subletting and Subcontracting Fair Practices Act.

Portion of Work	Name of Subcontractor and Contractor's License Number	Address of Subcontractor
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____

**PROPOSAL FOR CONSTRUCTION CONTRACT
BID FORM**

Proposal to: Board of Directors of ORANGEVALE RECREATION & PARK DISTRICT

Bidder:

Project: Almond Park Shade Structures

Members of the Board of Directors:

1. The undersigned hereby proposes and agrees as general contractor, to furnish all labor, materials and equipment required for the above-described project and to construct the project in strict conformity with the relevant plans and specifications and all applicable laws, statutes, ordinances, rules and regulations for the sum of \$_____. A breakdown of the Bid Items appear on Attachment A to this Proposal.
2. If awarded the contract, the undersigned agrees to execute a contract for the Project, abide by all terms of the contract documents, furnish the bonds and certificates of insurance required by the contract, commence actual work on the Project, and complete the Project within the times specified in the plans and specifications.
3. The undersigned agrees that he has:
 - a. Carefully examined the plans and specifications for the Project;
 - b. Carefully examined all documents issued in connection with the Project including but not limited to this Proposal for Construction Contract - Bid Form, the Notice to Contractors Inviting Informal Bids, the Instructions to Bidders, the Pre-Bid Site Inspection Certification, the contract form, the Noncollusion Affidavit, the performance bond, the labor and materials bond, and addenda numbers _____.
 - c. Carefully examined the job site on which the Project is to be constructed.
 - d. Determined to the undersigned's own satisfaction all conditions or limitations that exist or that may arise affecting the Project and difficulties that may be encountered in the construction of the Project.
 - e. Made this bid on the basis of such examinations, inspections and determinations, and not on the basis of any representations or promises made to the bidder by the

District or by any agent of the District, and not contained in the plans and specifications for the Project nor in the documents listed above issued in connection with the Project.

4. With this bid is submitted a Pre-Bid Site Inspection Certification, List of Proposed Subcontractors and Noncollusion Affidavit in the forms provided as required by Section III, Paragraph 5 of the Instructions to Bidders.
5. With this bid is submitted a bidder's security comprised of a bid bond, cash, cashier's check or certified check in an amount equal to at least ten percent (10%) of the total amount of the bid set forth in Paragraph 1 in the amount of \$_____. The bidder understands that this bidder's security may be forfeited for failure to execute a contract for the Project in the form issued to bidders in connection with the Project and post the bonds in the form and amount required by the contract documents within ten (10) calendar days after notice of award of the contract for the Project has been mailed to bidder. If a bid bond is submitted, the undersigned represents and certifies that said bond is issued by a surety admitted to do business in the State of California.
6. This bid is submitted by:
 - o Individual
 - o Corporation (State of Incorporation) _____
 - o Copartnership
 - o Joint Venture
 - o Combination

If the bidder is a corporation, the state of incorporation shall be inserted above and the legal name of the corporation shall be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the bidder is a copartnership, the true name of the firm shall be set forth below together with the signature of a partner authorized to sign the contract on behalf of the copartnership.

Name and Address of Partnership or Corporation:

If bid is submitted by a copartnership, combination or joint venture, the individual members and their addresses are as follows:

IMPORTANT NOTICE

This bid proposal must be signed in the same name-style in which the bidder is licensed. Bidders bidding jointly or as a combination of several business organizations are specifically cautioned that such bidder must be jointly licensed in the same form and style in which the bid is executed.

Legal Name of Bidder: _____ Contractor's License: _____

Date of Expiration of Contractor's License: _____

I declare under penalty of perjury that the information contained in this Proposal for Construction Contract - Bid Form is true and correct.

By _____ Date: _____

Name Printed: _____

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

AGREEMENT

This Agreement is made and entered into this day of _____, 2017, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and _____, hereinafter referred to as "Contractor". Contractor will construct, on behalf of the District, a project consisting of _____ (the "Project"). The Project is located _____, Orangevale, California.

RECITALS

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the "Act") which allows the District to seek informal bids for projects up to One Hundred Seventy-Five Thousand Dollars (\$175,000.00); and

WHEREAS, the District issued a Notice to Contractors Inviting Informal Bids for the project and solicited informal bids as required by the Act.

WHEREAS, Contractor, in response to such a notice, has submitted to the Board of Directors of the District a sealed bid for the performance of the work specified in said plans and specifications within the time stated in said notice and in the manner provided for in the bidding instructions; and

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and the Board of Directors of the District, as a result of the canvas of all bids, has determined and declared Contractor to be the lowest responsible bidder for said work and have awarded to Contractor a contract therefore.

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The project drawings, specifications for the project; the Notice to Contractors Inviting Informal Bids, if any; the Instructions to Bidders, if any; the bid and proposal of Contractor, all other required bidding documents, all required bonds, and all supplemental agreements covering alterations, amendments or extensions to this Agreement and the documents which describe the work to be performed.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

If Contractor should perceive an error, omission, or conflict in the Contract Documents, it will promptly notify the District representative in writing. The District representative will promptly resolve conflicts, errors and omissions by written instructions, which Contractor will promptly follow. If Contractor proceeds with work based on error, omission or conflict in the Contract Documents, without instructions from the Architect, it will be at the risk and expense of Contractor.

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, other required permits, sales taxes, shop drawings and samples to complete in a workman-like manner, the following work: Installation of a new shade structure, located at 5901 Almond Avenue, Orangevale, California 95662.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job site, the Contract Documents, as well as the building codes, laws and regulations including those of any other public entities that are applicable to the work. The contract price includes all work, as shown in the Contract Documents, the plans and specifications, the contract drawings, and any other documents as specified, needed to provide a finished, complete and operating facility in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work on _____, 2017 after receiving written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within 90 calendar days from said written notice.

Should Contractor fail to complete the work described in this Agreement and the other Contract Documents incorporated herein within the time fixed for completion, Contractor shall be liable to the District in the sum of One Thousand Dollars (\$1,000) per calendar day each day said work remains incomplete beyond the time set for completion in the Contract Documents as and for agreed and liquidated damages. It is expressly agreed and stipulated by and between the parties hereto that said liquidated damages do not constitute a penalty since it would be impractical and extremely difficult to fix the actual amount of damages to the District as the

result of any failure to complete said work within the period of time specified in the Contract Documents.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: _____.
No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Progress payments, less five percent (5%) shall be made to Contractor as follows:

- a. _____;
- b. _____;

The five percent (5%) not paid shall be withheld by District until final completion and acceptance of the work. However, in lieu of any withholding of money, and in accordance with the provisions of California Public Contract Code Section 22300, Contractor may substitute securities to insure performance under this Agreement.

No payment will be made until defective work and materials have been removed, replaced and made good in accordance with the Contract Documents. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall provide to the District an Unconditional Waiver and Release for every subcontractor and/or entity providing materials and supplies on the job prior to release of final payment. The Unconditional Waiver and Release shall be in the form attached as Exhibit A to this Agreement. Thirty-five (35) calendar days from and after the issuance of the Notice of Completion, the balance of the contract price remaining unpaid will be paid to Contractor under certificate issued by the District, provided there are no mechanic's liens of record or stop notices in effect at that time, or defective work to be repaired.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice,

lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

6. Pursuant to the provisions of Section 1774, et seq. of the Labor Code of the State of California, it shall be mandatory for Contractor, and any subcontractor working under Contractor, to pay all workers, laborers and mechanics employed in the execution of this work not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the District.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

Contractor and all subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This Project is subject to monitoring and enforcement by the Department of Industrial Relations. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the Labor Commissioner in accordance with Labor Code Section 1771.4 on at least a monthly basis (or more frequently if required by the District) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified or determined as the result of its own investigation, that Contractor or its subcontractors are in violation of any of the requirements set forth in Labor Code Section 1720 et seq. at no penalty or cost to the District.

Contractor is further required to post any and all job site notices as required by regulation pursuant to Labor Code Section 1771.4(a)(2).

EIGHT HOUR DAY LIMITATION

7. Contractor agrees that eight (8) hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work under this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; provided that subject to California Labor Code Section 1815, a worker may perform work in excess of eight (8) hours per day or forty (40) hours per week at not less than one and one-half times the basic rate of pay.

Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815.

INSURANCE

8. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability, Property Damage and Contractual Liability Insurance. Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, the District may take out insurance to cover damages of the above-mentioned classes for which the District might be held liable on account of Contractor failing to pay such damages, and deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of its responsibilities to acquire insurance under this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, the District may take out insurance to cover any compensation which the District might be liable to pay under the provisions of the Workers' Compensation Act by reason of an employee of Contractor being injured or killed while engaged in the course and scope of his employment. The District may deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of his responsibilities to obtain such insurance pursuant to this Agreement.

By execution of this Agreement, Contractor certifies as follows:

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

As part of the execution of this Agreement, Contractor agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District

under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such cancellation or reduction.

Should Contractor fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

PERFORMANCE AND PAYMENT BONDS

9. Contractor shall, at the time of execution of this Agreement, file two (2) separate bonds with the District, each made payable to the District. These bonds shall be issued by a surety company admitted to do business in the State of California as an insurer and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement and shall guarantee the faithful performance of all aspects of this Agreement. The second bond shall be the payment bond required by Division Three, Part 6, Title 3, Chapter 5 of the Civil Code of the State of California, and shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement to guarantee the payment of wages and materials, supplies or equipment used in the performance of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provisions of this Agreement shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code. Prior to commencing work under this Agreement, Contractor shall provide a Certificate of Fact issued by the County of Sacramento, Department of Finance, County Clerk-Recorder or Certificate of Authority issued by the State of California, Department of Insurance for any and all sureties issuing the bonds required under this Agreement. By execution of this Agreement, Contractor further certifies and represents that any and all sureties issuing the bonds required under this Agreement are authorized to do business in the State of California and that the bonds fully comply with Civil Code Sections 9550 and 9554, and the Bond and Undertaking Law, Code of Civil Procedure Section 995.010, et seq.

INDEMNIFICATION

10. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or

employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

CHANGE ORDERS

11. The District may, without invalidating this Agreement, order changes in the scope of the work to be performed by Contractor consisting of additions, deletions or modifications in the nature and extent of the work to be performed pursuant to the Contract Documents. If these additions, deletions or changes cause an increase or reduction in the cost of the work to be performed, then such increase or reduction in cost shall be mutually agreed upon by both parties and the contract sum, as well as the contract time shall be adjusted accordingly. Any such adjustment in the contract sum shall be calculated by using the same basis Contractor used for calculating its base bid. Contractor shall furnish a detailed itemization of the proposed contract price adjustment and any such change in the work and adjustment of the contract price and/or contract time shall be authorized only by written change order signed by Contractor, Architect, and the District after approval by the District's Board of Directors. The contract sum as well as the contract time shall be changed only by such a written change order. In the event Contractor encounters work that exceeds the estimated quantities upon which its bid is based, Contractor shall notify the District and/or Architect of the discrepancy. Contractor shall apply for a Change Order reflecting any such additional quantities within ten (10) days of encountering same. A failure by Contractor to do so shall result in a waiver by Contractor to any right to compensation for such additional quantities.

WARRANTY

12. Contractor agrees that the work shall be performed in accordance with the Contract Documents and industry standards. Contractor unconditionally guarantees all materials and workmanship furnished under this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one (1) year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

CORRECTION OF WORK AND BACK CHARGES

13. Contractor will immediately, upon written orders of the District and/or Architect, correct any defect or deficiency in the work, equipment or materials. The District may withhold from Contractor, any amounts it reasonably estimates to be necessary for the correction of defective work if Contractor fails to repair and/or replace such defective work after request by the District and/or Architect.

CLEANUP

14. Contractor will continuously clean the job site, and keep it in a safe, orderly and neat condition. At the completion of the work, the entire job site will be left in a broom-clean condition.

CONCEALED CONDITIONS

15. Contractor has examined the job site, the Contract Documents and the applicable building codes, laws and regulations as well as any applicable laws and regulations of any and all utilities, that govern the conduct of the work, and has made such investigation as it deems appropriate. The contract price includes full compensation for all efforts to be expended by Contractor obtaining any and all approvals of the governing water, electricity, gas and other utility companies, and in dealing with any concealed, underground, known and/or unknown conditions.

CONTRACTOR AS INDEPENDENT CONTRACTOR

16. The parties hereto agree that at all times during the term of this Agreement, Contractor and Contractor's employees hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of the District. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for performing the services required by this Agreement and for coordinating all portions of the work required by this Agreement. The District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor and Contractor shall be responsible for the actions of any such third persons. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by Contractor, and the District shall have no right or authority over such persons or the terms of their employment.

Neither Contractor nor any third persons employed by Contractor to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from the District should Contractor or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Contractor nor any third persons

employed by Contractor shall be entitled to any other benefits payable to employees of the District. The District is not required to make any deductions from the compensation payable to Contractor under the provisions of Contractor's bid. Contractor hereby agrees to defend and hold the District harmless from any and all claims that may be made against the District based on any contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

Contractor represents that it, and its subcontractors, are properly licensed and will remain so during the progress of the work.

DEFAULT BY CONTRACTOR

17. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Contract Documents, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages and/or costs of completion assessed by the District against the Contractor pursuant to the provision of this Agreement.

SAFETY

18. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees; (2) the project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to unsafe conduct tolerated by Contractor or any of its subcontractors.

PERMITS AND INSPECTIONS

19. Contractor agrees and understands that it is the responsibility of Contractor to obtain and pay for all necessary permits required for the performance of the work described in this Agreement as well as calling for and obtaining all required inspections during the course of the work on the project which is the subject matter of this Agreement. Contractor is not relieved of its obligations pursuant to this paragraph by virtue of the District's assistance in procuring the necessary permits.

MISCELLANEOUS PROVISIONS

20. Contractor shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without the District's prior written consent. In the event of any such purported assignment without the District's prior written consent, the District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor. If this Agreement is so terminated, the District may contract for the completion of the work or complete the work itself. If the cost and expense of completing the work, when added to the sum of amounts previously paid Contractor under this Agreement and any amounts due but unpaid to Contractor at the time of such termination, exceed the contract price, the District may deduct the amount of the excess from any such amounts then due Contractor. If the amount of such excess is larger than the amounts then due Contractor, Contractor shall immediately pay such excess or the balance thereof to the District, failing which recourse may be made immediately to Contractor's bond. If the Agreement is so terminated, Contractor agrees to waive and hereby does waive all other claims against the District for profits, loss, or damage because of such termination.

21. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

For these purposes, "prevailing party" shall mean the party who is most successful in the proceedings as determined by the trial judge or arbitrator, as the case may be. To be the "most successful party" would require that the party claiming money damages recovers a judgment or award of not less than seventy percent (70%) of the amount of its claim (not including interest, costs or attorney's fees). If that party does not recover at least that amount, the opposing party will be the "prevailing party" and would therefore be entitled to recover its reasonable attorney's fees and costs incurred in the proceedings.

22. It is expressly hereby agreed that time is of the essence of this Agreement including all Contract Documents incorporated herein.

23. This Agreement shall be governed and construed according to the laws of the

State of California.

24. This Agreement, together with all Contract Documents expressly incorporated herein by reference, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor to the District, and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the other Contract Documents shall be valid or binding.

25. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement

26. This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

27. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

28. The terms of this Agreement may be modified only in writing by mutual agreement on signature of the District and Contractor. Said amendment shall be attached to this Agreement.

29. Any notices to be given pursuant to this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice to the other. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notice shall be deemed communicated as of the date of deposit in the mail.

IN WITNESS WHEREOF, the ORANGEVALE RECREATION AND PARK DISTRICT has, by order of its Board of Directors, caused this Agreement to be signed by the Chairperson and Secretary of said Board of Directors and Contractor has executed this Agreement on the date and year first above written.

ORANGEVALE RECREATION AND PARK DISTRICT,
a political subdivision of the State of California

By _____
Chairperson

By _____
Secretary

By _____
Authorized Representative

Title: _____

CONTRACTOR

Contractor's License Number: _____

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

ATTACHMENT A

Contractor agrees to supply and/or to perform all the work described below and as instructed by the District Engineer in a good workmanlike manner for the following Lump Sum prices:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT COST	ESTIMATED TOTAL COST
CONSTRUCTION ITEMS					
1.	Shade Structure		L.S.		
2.	Installation		L.S.		
Total Base Bid					\$ -

The bidder shall set forth, in clearly legible figures, the bid price in the spaces provided in the following schedule:

TOTAL BASE BID AMOUNT	\$
------------------------------	----

Write out figures:	
--------------------	--

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract.

ADD ALTERNATE #1 BID AMOUNT	\$
------------------------------------	----

Write out figures:	
--------------------	--

ADD ALTERNATE #2 BID AMOUNT	\$
-----------------------------	----

Write out figures:	
--------------------------	--



MTW Group
 Mamuyec
 Takehara
 Weroniecki
 LANDSCAPE ARCHITECTURE
 AND PLANNING
 10411 Old Placerville Road
 Suite 205
 Sacramento, CA 95827
 916 260-5586



This certificate authorizes the signatory to practice as a Professional Engineer in the State of California in the discipline of Landscape Architecture. The signatory is authorized to prepare and seal engineering documents for the State of California. The signatory is not authorized to prepare or seal documents for any other State or Country.

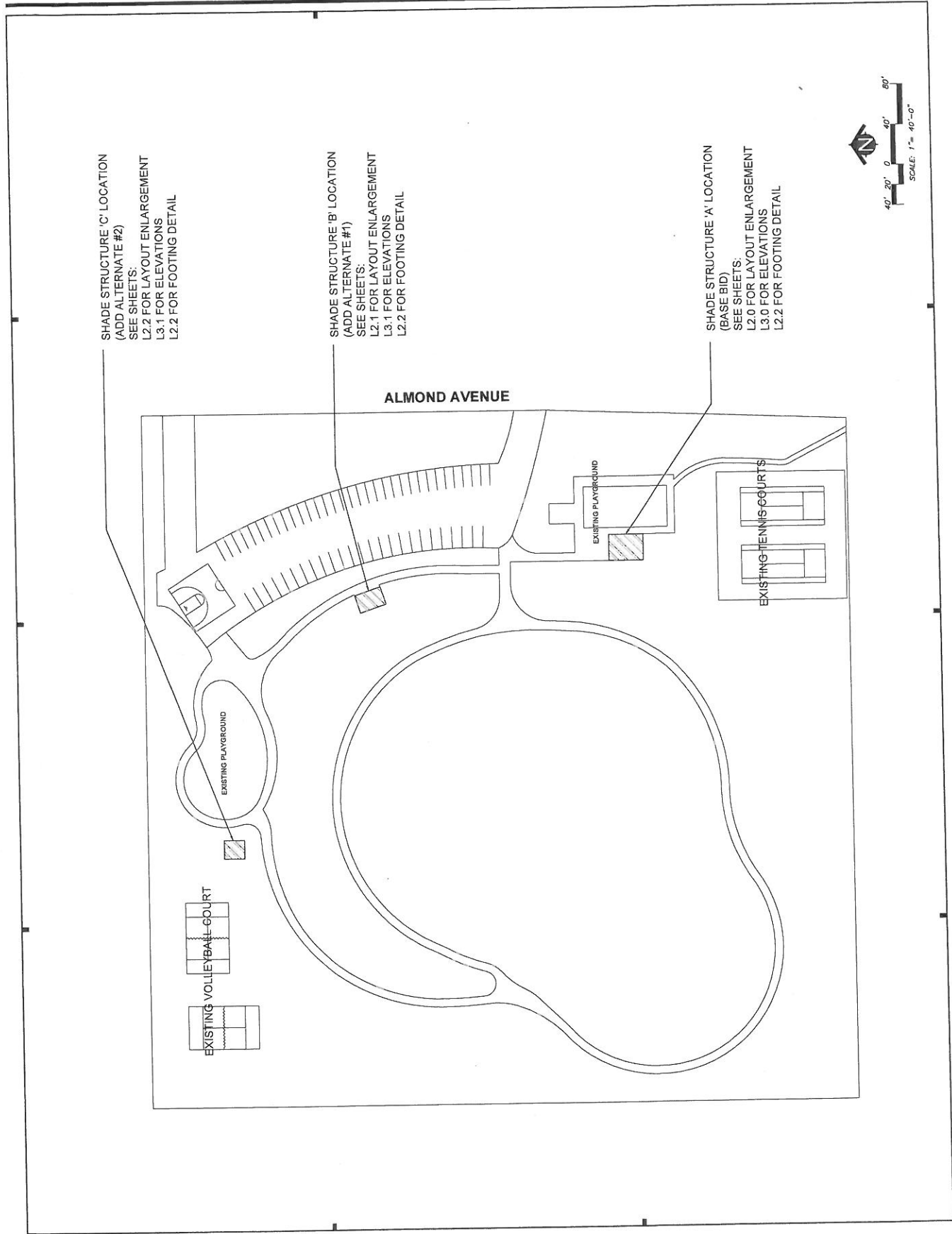
NO.	DESCRIPTION	DATE	REVISED

NO.	DATE	DATE	REVISED

**ALMOND PARK
 SHADE STRUCTURES**
 ORANGEVALE RECREATION AND PARK DISTRICT
 8626 HAZEL AVENUE
 ORANGEVALE, CA 95662

DATE: 2/2/17
 JOB NO.: 16-62
 SHEET TITLE: OVERALL SITE PLAN

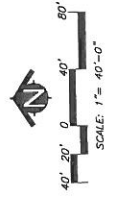
SHEET NO.: L1.0
 SHEET 1 OF 6



SHADE STRUCTURE 'C' LOCATION
 (ADD ALTERNATE #2)
 SEE SHEETS:
 L2.2 FOR LAYOUT ENLARGEMENT
 L3.1 FOR ELEVATIONS
 L2.2 FOR FOOTING DETAIL

SHADE STRUCTURE 'B' LOCATION
 (ADD ALTERNATE #1)
 SEE SHEETS:
 L2.1 FOR LAYOUT ENLARGEMENT
 L3.1 FOR ELEVATIONS
 L2.2 FOR FOOTING DETAIL

SHADE STRUCTURE 'A' LOCATION
 (BASE BID)
 SEE SHEETS:
 L2.0 FOR LAYOUT ENLARGEMENT
 L3.0 FOR ELEVATIONS
 L2.2 FOR FOOTING DETAIL





MTW group
 Mammyec
 Takehana
 Wozniacki
 LANDSCAPE ARCHITECTURE
 AND PLANNING
 10411 Old Placerville Road
 Suite 200
 Orangevale, CA 95627
 916 969-3900



REVISIONS

NO.	DESCRIPTION	DATE	REV'D

INITIAL BOX

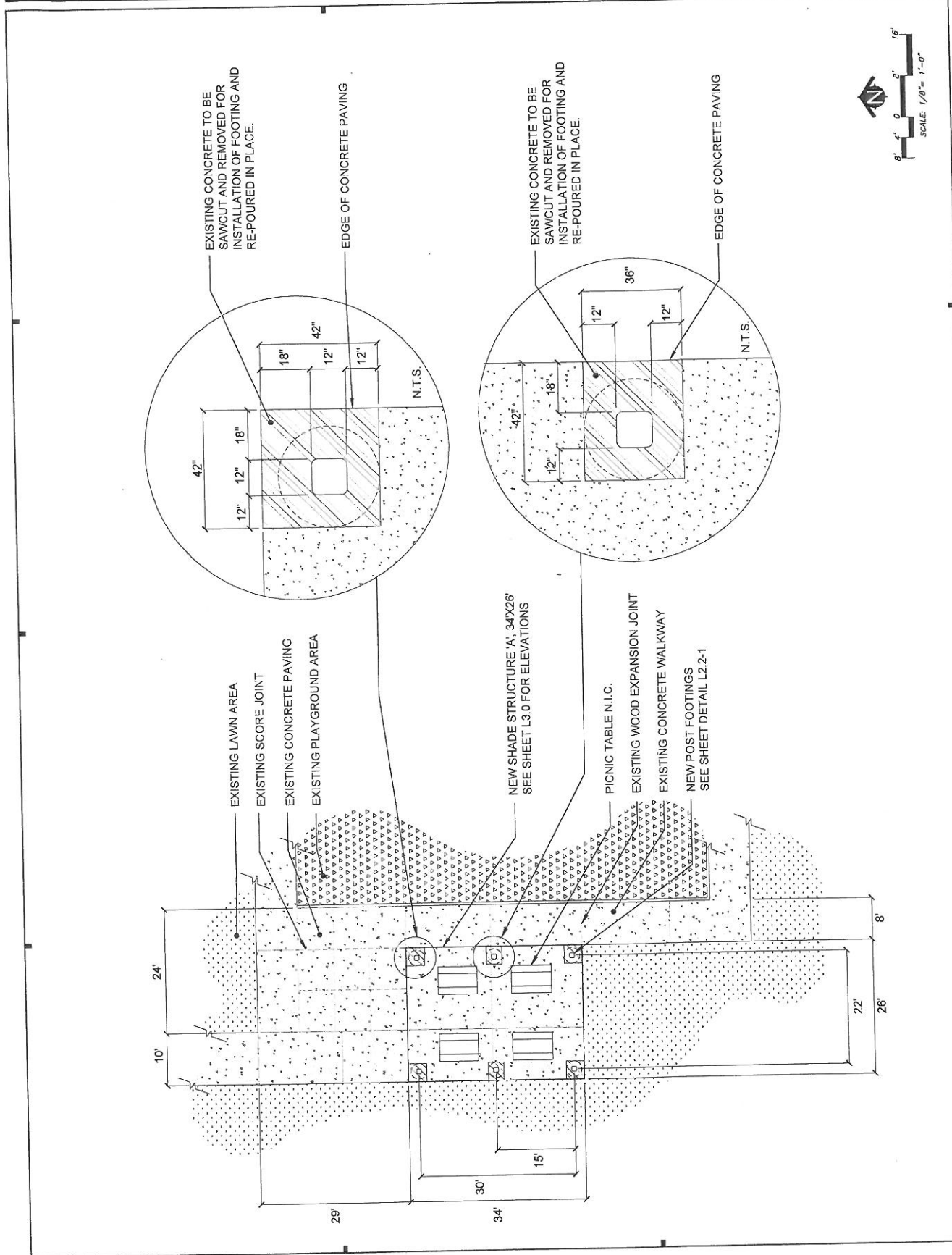
NO.	DWG. BY	DATE	REVIEWED

**ALMOND PARK
 SHADE STRUCTURES**
 ORANGEVALE RECREATION AND PARK DISTRICT
 6626 HAZEL AVENUE
 ORANGEVALE, CA 95662

DATE: 2/2/17
 JOB NO.: 16-62
 SHEET TITLE:

SHADE STRUCTURE
 'A'
 LAYOUT
 ENLARGMENT

SHEET NO.
L2.0
 SHEET 2 OF 6





MTW group

Momiyac
Tokuhara
Weroniecki

LANDSCAPE ARCHITECTURE
AND PLANNING
10411 Old Placerville Road
Suite 205
Orangevale, CA 95662
916 865-3980



The Landscape Architect has not inspected the work shown on this plan. The user of this plan is responsible for verifying the accuracy of the information shown on this plan.

NO.	DESCRIPTION	DATE	REVISED

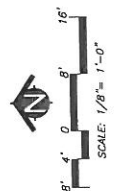
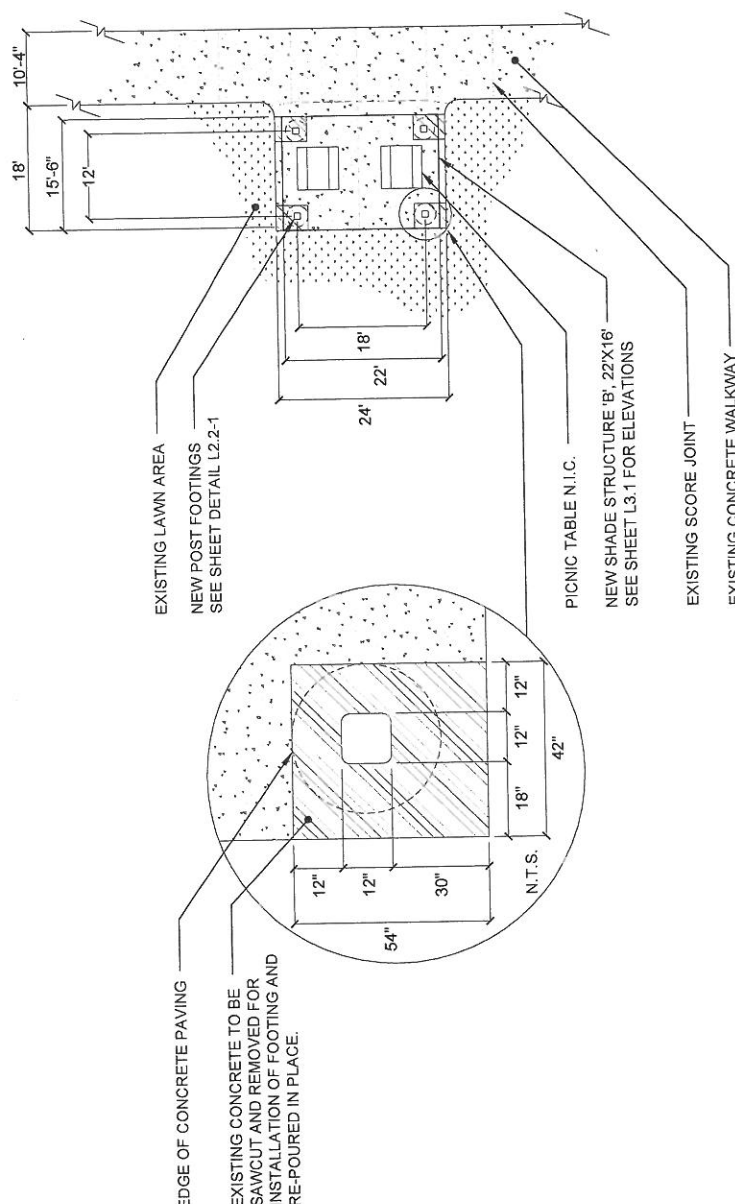
NO.	DATE	DATE	REVIEWED


ALMOND PARK
SHADE STRUCTURES
ORANGEVALE RECREATION AND PARK DISTRICT
6826 HAZEL AVENUE,
ORANGEVALE, CA 95662

DATE: 2/2/17
JOB NO.: 16-62
SHEET TITLE: SHADE STRUCTURE LAYOUT ENLARGEMENT

SHADE STRUCTURE LAYOUT ENLARGEMENT
SHEET NO. L2.1


SHEET NO. L2.1
SHEET 3 OF 6





MTW Group
Mamuyac
Takehana
Woronlecki

LANDSCAPE ARCHITECTURE
AND PLANNING
10411 Old Placentille Road
Suite 205
Sacramento, CA 95827
916 585 9590



ORANGEVALE RECREATION AND PARK DISTRICT
8826 HAZEL AVENUE,
ORANGEVALE, CA 95662

ALMOND PARK
SHADE STRUCTURES

DATE: 2/2/17
JOB NO.: 15-52
SHEET TITLE: ALMOND PARK SHADE STRUCTURES

DATE: 2/2/17
JOB NO.: 15-52
SHEET TITLE: SHADE STRUCTURE 'C' LAYOUT ENLARGEMTN AND FOOTING DETAIL

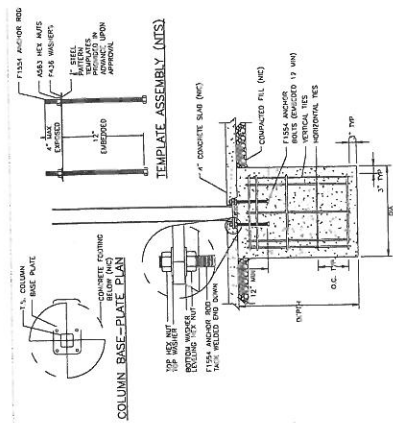
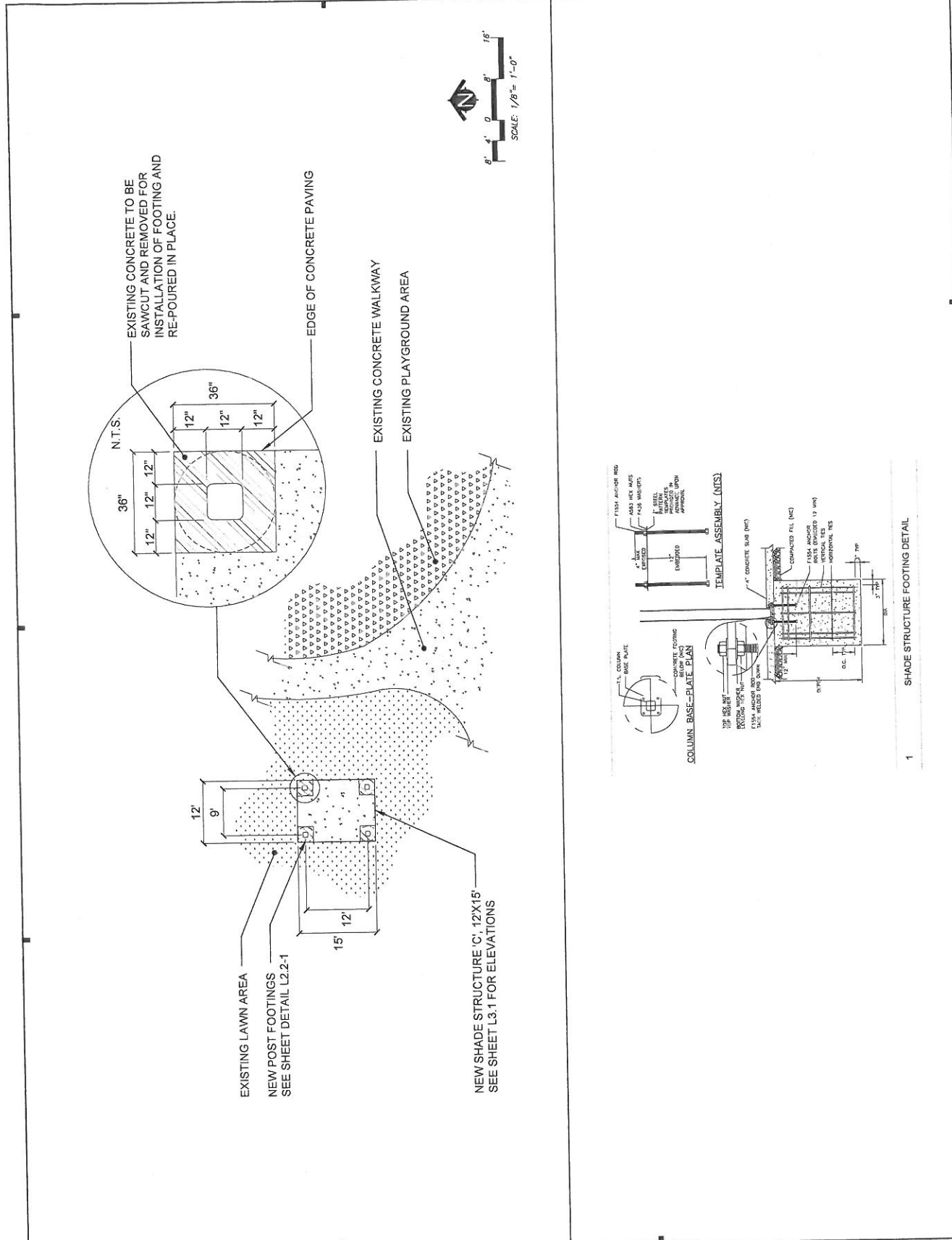
SHEET NO.: L2.2
SHEET 4 OF 6

REVISIONS

NO.	DESCRIPTION	DATE	REVISED BY

INITIAL BOX

NO.	CHKD BY	DATE	REVIEWED



1 SHADE STRUCTURE FOOTING DETAIL



MTW Group

Mamiyac
Takehara
Woronecki

LANDSCAPE ARCHITECTURE
AND PLANNING
10111 Old Placerville Road
Suite 205
Sacramento, CA 95827
916.389.5894



The State seal shall be used only for the purpose of certifying that the holder is duly licensed. It shall not be used for the purpose of certifying that the holder is a member of the profession. The seal shall not be used for the purpose of certifying that the holder is a member of the profession.

NO.	DESCRIPTION	DATE	REVISED

NO.	DWG BY	DATE	REVIEWED

ALMOND PARK
SHADE STRUCTURES
ORANGEVALE RECREATION AND PARK DISTRICT
6826 HAZEL AVENUE,
ORANGEVALE, CA 95662

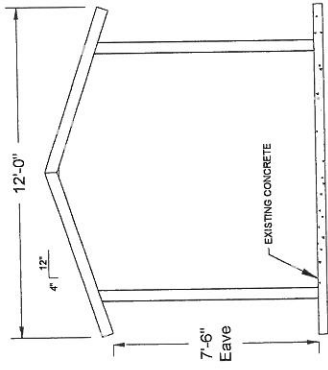
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JOB NO.: 16-52
SHEET TITLE:

SHADE STRUCTURE
'B' AND 'C'
ELEVATIONS

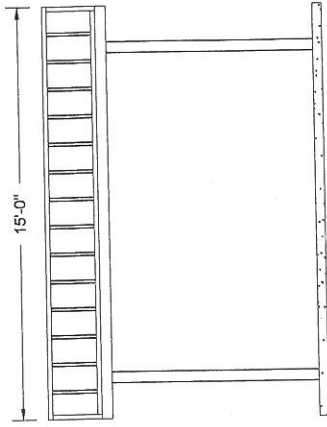
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L3.1

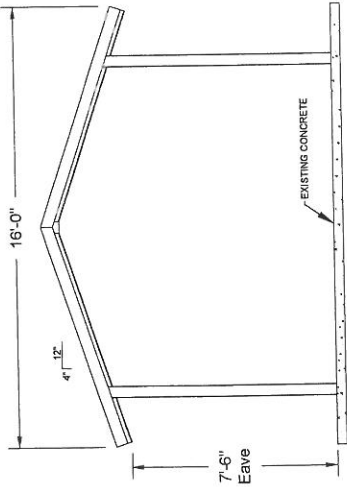
SHEET 6 OF 6



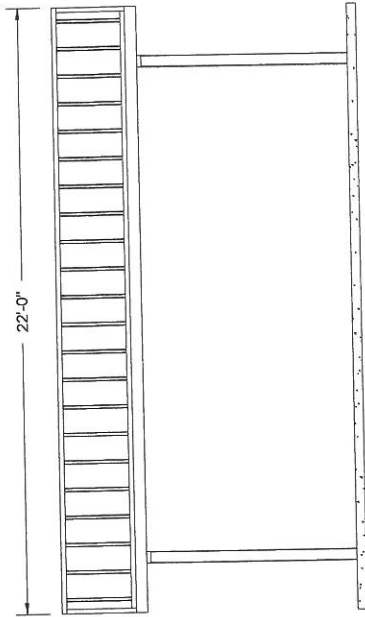
STRUCTURE 'C' SOUTH ELEVATION, N.T.S.



STRUCTURE 'C' EAST ELEVATION, N.T.S.



STRUCTURE 'B' SOUTH ELEVATION, N.T.S.



STRUCTURE 'B' EAST ELEVATION, N.T.S.

STAFF REPORT



DATE: 1-19-17

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: PRESENTATION AND APPROVAL OF THE PLANS, SPECIFICATIONS, AND FORMAL BID DOCUMENTS FOR ORANGEVALE COMMUNITY PARK OAK AND FILBERT PATHWAY PROJECT

RECOMMENDATION

Approve the plans, specifications, and formal bid documents for Orangevale Community Park Oak and Filbert Pathway Project

BACKGROUND

The asphalt pathway at the Oak and Filbert area of Orangevale Community Park has been in poor condition for a number of years. The District seal coated the pathway approximately three years ago to provide some additional longevity. The project was rated as a priority project by the Board at the May 2016 Capital Project Workshop and the Board approved a portion of the project as part of the 2016/17 Fiscal Budget in the amount of \$150,000. The project was approved at the January 2017 Board of Directors meeting. Staff recommends approving plans, specifications and formal bid documents for the Orangevale Community Park Oak and Filbert Pathway Project and to direct the District Administrator to bid the project.

RECOMMENDED MOTION

I move we approve the plans, specifications, and formal bid documents for the Orangevale Community Park Oak and Filbert Pathway Project and direct the District Administrator to bid the project.

**PROJECT BID/CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF
SITE IMPROVEMENTS FOR**

**ORANGEVALE COMMUNITY PARK OAK AND FILBERT PATHWAY
REPLACEMENT PROJECT
ORANGEVALVE RECREATION AND PARK DISTRICT**

ORANGEVALE, CA

Prepared for:

Orangevale Recreation and Park District
6826 Hazel Avenue, Orangevale, CA 95662
PH: (916) 988-4373
Fax: (916) 988-3496

Bid Due Date: March 21, 2017, 2pm PST

Anticipated Start Date: April 17, 2017

Bid Documents Prepared by:

MTWgroup
10411 Old Placerville Road
Suite 205
Sacramento, CA 95827
PH: (916) 369-3990
Fax: (916) 369-3995

Plans Prepared by:

MTWgroup
10411 Old Placerville Road
Suite 205
Sacramento, CA 95827
PH: (916) 369-3990
Fax: (916) 369-3995

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END SECTION

NOTICE TO CONTRACTORS INVITING FORMAL BIDS

NOTICE IS HEREBY GIVEN that Orangevale Recreation & Park District (the "District") will receive formal sealed bids for the award of contract for the following described project as follows:

BID DATE:	March 21, 2017, no later than 2:00 p.m. Pacific Time
SUBMIT BIDS TO:	Orangevale Recreation & Park District 6826 Hazel Avenue Orangevale, CA 95662
PROJECT DESCRIPTION:	Orangevale Community Park – Oak & Filbert Pathway
PROJECT ESTIMATE:	\$144,625 (Base Bid)
CONTRACTOR'S CALIFORNIA LICENSE	General Contractor
AND/OR CLASS REQUIRED	Class: A, B, C8

PROJECT DESCRIPTION: The work to be performed under this contract includes the furnishing of all labor, materials, tools, equipment and services for the Orangevale Community Park – Oak & Filbert Pathway.

Formal Bidding Procedure: All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the District offices at 6826 Hazel Avenue, Orangevale, California, 95662 and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

THERE WILL BE A MANDATORY PRE-BID MEETING ON TUESDAY, MARCH 7, 2017 AT 1:00 PM AT THE PROJECT SITE 7301 FILBERT AVENUE, ORANGEVALE, CA 95662. Any contractor bidding on the Project who fails to attend the mandatory pre-bid meeting will be deemed a non-responsive bidder and will have its bid returned unopened.

Award of this Contract requires a valid California contractor's license with the classification identified above at the time of award and throughout the duration of this Contract. The Contractor's California State License Number shall be clearly stated on the bidder's proposal. Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Copies of the bid documents, plans and specifications are available at the office of the District,

6826 Hazel Avenue, Orangevale, California between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday. Complete plans and specifications are available on the District's website at www.ovparks.com.

Each bid must be submitted on the bid forms provided in the Contract Documents, including the Proposal for Construction Contract - Bid Form, List of Proposed Subcontractors, Noncollusion Affidavit and Pre-Bid Site Inspection Certification to the clerk of the Board of Directors on standard forms which may be obtained from the District at 6826 Hazel Avenue, Orangevale, California. **Said proposal is to be accompanied by bid security in the form of a certified check, cashier's check or bidder's bond by a surety admitted to do business in the State of California, for an amount equal to not less than ten percent (10%) of the amount of the bid submitted to be made payable to the ORANGEVALE RECREATION & PARK DISTRICT.** Each bidder shall submit with its bids – on the form furnished with the Contract Documents – a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq. All subcontractors listed must be registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5.

The successful contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Section 1720 et seq. and 1770 et seq. of the California Labor Code, it shall be mandatory for the Contractor to whom the contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the District office 6826 Hazel Avenue, Orangevale, California. Those copies shall be made available to any interested party on request.

The successful contractor and all subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This Project is subject to monitoring and enforcement by the Department of Industrial Relations. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the Labor Commissioner in accordance with Labor Code Section 1771.4 on at least a monthly basis (or more frequently if required by the District) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified or determined as the result of its own investigation, that Contractor or its subcontractors are in violation of any of the requirements set forth in Labor Code Section 1720 et seq. at no penalty or cost to the District.

The successful bidder shall also be required to furnish a bond for the faithful performance of the contract for the work in an amount equal to one hundred percent (100%) of the contract price for the work, and an additional bond in an amount equal to one hundred percent (100%) of the contract price for the work to secure payment of claims for materials furnished for or labor performed in the performance of the work. All bonds shall be issued by sureties admitted to do business in the State of California. All bonds shall be accompanied by a certificate of fact issued

by the County of Sacramento, Department of Finance, County Clerk - Recorder, pursuant to Code of Civil Procedure, Section 995.640(a) or a certified copy of the Certificate of Authority issued by the State of California, Department of Insurance, with respect to any proposed surety.

The form of agreement which the successful bidder will be required to enter into will require that five percent (5%) of each progress payment be placed in retention to ensure the satisfactory performance of the contract. Alternatively, the successful bidder may substitute securities for the monies being held in retention, at bidder's sole cost and expense, as more particularly set forth in Public Contract Code Section 22300.

No telephone or facsimile machine will be available to bidders on the District premises at any time. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for opening of bids. The Board of Directors of the District reserves the right to reject any or all bids received as the public good may require and to waive any informality in bidding.

Dated: February 9, 2017

ORANGEVALE RECREATION & PARK DISTRICT

By: _____
Clerk of the Board of Directors

INSTRUCTIONS TO BIDDERS

From: BOARD OF DIRECTORS OF ORANGEVALE RECREATION & PARK DISTRICT

Project: ORANGEVALE COMMUNITY PARK OAK & FILBERT PATHWAY

I

DEFINITIONS

1. Definitions set forth in the Contract Documents are applicable to the bidding documents.
2. "Bidding documents" include the Notice to Contractors Inviting Formal Bids, these Instructions to Bidders, any supplementary instructions to bidders, any addenda, Pre-Bid Site Inspection Certification, the Proposal for Construction Contract - Bid Form ("Bid Form"), the List of Proposed Subcontractors, the Noncollusion Affidavit, and the proposed Contract Documents. The proposed "Contract Documents" consist of the form of Agreement between the District and Contractor, General and Supplementary Conditions to the Contract, and drawings, specifications and all addenda issued prior to execution of the Contract Documents.
3. "Addenda" are written or graphic instruments issued by the District prior to the execution of the Contract Documents that modify or interpret the bidding documents by additions, deletions, clarifications or corrections.
4. A "bid" is a complete and properly signed proposal to do the work for the sums stipulated therein, submitted in accordance with the bidding documents.
5. The "base bid" is the sum stated in the bid for which the Bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in alternate bids.
6. An "alternate bid" (or "Alternate") is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in the work, as described in the bidding documents, is accepted.
7. A "unit price" is an amount stated in the bid as a price per unit of measurement for materials, equipment or services or a portion of the work as described in the bidding documents.
8. A "bidder" is a person or entity who submits a bid.
9. A "subcontractor" is a person or entity who submits a bid to a bidder for materials,

equipment or labor for a portion of the work.

II

BIDDER'S REPRESENTATIONS

1. The bidder, by making a bid, represents that:
 - A. The bidder has read and understands the bidding documents and the proposed Contract Documents, and the bid is made in accordance therewith.
 - B. The bidder has read and understands the bidding documents and Contract Documents to the extent that such documentation relates to the work for which the bid is submitted, and for other portions of the project, if any, being bid concurrently or presently under construction.
 - C. The bidder has visited the site, become familiar with local conditions under which the work is to be performed and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents.
 - D. The bid is based upon the materials, equipment and systems required by the bidding documents without exception.
 - E. The bidder represents that it is licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California, to do the type of work contemplated in the project, and that it is skilled and regularly engaged in the general class or type of work called for in the bidding documents. The bidder further represents that the contractor's license number and date of expiration listed on the Bid Form and the other representations made in the Bid Form and these Instructions to Bidders are true and correct.
 - F. The bidder represents and warrants that it is registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

III

BIDDING DOCUMENTS

1. Copies:
 - A. Bidders may obtain complete sets of the bidding documents including plans and specifications for the project at the locations set forth in the Notice to Contractors Inviting Formal Bids.
 - B. Bidding documents will not be issued directly to subcontractors or others unless

specifically offered in the Notice to Contractors Inviting Formal Bids, or in supplementary instructions to bidders.

- C. Bidders shall use complete sets of bidding documents in preparing bids; the District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- D. In making copies of the bidding documents available on the above terms, the District does so only for the purpose of obtaining bids on the work and does not confer a license or grant permission for any other use of the bidding documents.

2. Interpretation or Correction of Bidding Documents:

- A. The bidder shall carefully study and compare the bidding documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the bid is submitted, shall examine the site and local conditions, and shall at once report to the District any errors, inconsistencies or ambiguities discovered.
- B. Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, labor, etc. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule, or the sum of two or more bidding schedules, does not equal the total amounts quoted, the individual item or schedule amount shall govern and the corrected total shall be deemed to be the amount bid.
- C. Bidders and subcontractors requiring clarification or interpretation of the bidding documents shall make a written request to the District at least seven (7) days prior to the date for receipt of bids.
- D. Interpretations, corrections and changes of the bidding documents will be made by addendum. Interpretations, corrections and changes of the bidding documents made in any other manner will not be binding and bidders shall not rely upon them.

3. Substitutions:

- A. The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of bids unless written request for approval has been received by the District at least ten (10) days prior to the

date for receipt of bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution. The District's decision of approval or disapproval of a proposed substitution shall be final.

- C. If the District approves a proposed substitution prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the contract award unless specifically provided in the Contract Documents.

4. Addenda:

- A. Addenda will be mailed or delivered to all who are known by the District office to have received a complete set of bidding documents.
- B. Copies of addenda will be made available for inspection at the District office.
- C. No addenda will be issued later than four (4) days prior to the date for receipt of bids except in addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.
- D. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued, and the bidder shall acknowledge their receipt in the bid.

5. List of Proposed Subcontractors:

- A. The bidder shall perform, with its own organization and employees, work of a value not less than fifty percent (50%) of the value of all work contemplated by the Contract Documents except when certain items are exempted from said fifty percent (50%) requirement by written instructions from the District.
- B. All subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- C. In accordance with Section 4100 et seq. of the Public Contract Code of the State of California each bid shall be accompanied by a List of Proposed Subcontractors on the form provided with the Bid Form which shall specify (a) the name, location of place of business, and contractor's license number of each subcontractor who will perform work or labor, or render service to the general contractor with respect to the construction of the work or improvement, or of each subcontractor who shall specially fabricate and/or install a portion of the work or improvement according to the plans and specifications, in an amount in excess of one-half of one percent (.5%) of the total bid; and (b) the portion of the work which will be done by each such subcontractor. The bidder shall list only one

subcontractor for each portion of the work as defined by the bidder in its bid.

- D. If bidder fails to specify a subcontractor for any portion of the work to be performed pursuant to the Contract Documents in excess of one-half of one percent (.5%) of the total bid, the bidder agrees to perform that portion of the work itself.
6. Anti-Discrimination.
- A. It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, gender, gender identity, gender expression, age, sexual orientation, marital status, physical disability, mental disability, medical condition, and/or genetic information, . All Bidders agree to comply with the District's anti-discrimination policy and all applicable federal and California anti-discrimination laws including but not limited to the California Fair Employment and Housing Act beginning with California Government Code Section 12940, et seq. and California Labor Code Section 1735. In addition, all bidders agree to require like compliance by any subcontractor employed by them on the work of the Contract Documents.

IV

BIDDING PROCEDURES

1. Form and Style of Bids:
- A. Bids shall be submitted on forms identical to the form included with the bidding documents. All bids shall be accompanied by a Pre-Bid Site Inspection Certification, List of Proposed Subcontractors and a Noncollusion Affidavit in order to be considered a complete bid.
 - B. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
 - C. Interlineations, alterations and erasures must be initialed by the signer of the bid.
 - D. All requested alternates shall be bid. If no change in the base bid is required, enter "No Change".
 - E. Where two (2) or more bids for designated portions of the work have been requested, the bidder may, without forfeiture of the bid security, state the bidder's refusal to accept award of less than the combination of bids stipulated by the bidder. The bidder shall make no additional stipulations on the bid form nor

qualify the bid in any other manner.

- F. Each copy of the bid shall include the legal name of bidder and a statement that bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.
- G. Each copy of the bid must be signed in the same name-style in which the bidder is licensed by the Contractor's License Board of the State of California. Each copy of the bid shall include the bidder's contractor's license number which covers the work to be performed pursuant to the plans and specifications, the date of expiration of the bidder's contractor's license, and a statement under penalty of perjury signed by the authorized representative of the bidder that all the information contained in the Bid Form is true and correct. Any bid not containing this information, or a bid containing the information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the District pursuant to the requirements of Business and Professions Code Section 7028.15.

2. Bid Security:

- A. Each bid shall be accompanied by bid security in the form and amount required, pledging that the bidder will enter into a contract with the District on the terms stated in the bid and will, if required, furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. Bid security shall be in the amount of not less than ten percent (10%) of the amount of the bid being submitted by Contractor, and may be in the form of a certified check, cashier's check or surety bond. Should the bidder refuse to enter into such a contract or fail to furnish the bonds required by this Invitation to Bid and the Contract Documents, the amount of the bid security shall be forfeited to the District as liquidated damages, not as a penalty.
- B. Surety bonds shall be written on the form provided in the bidding documents and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- C. All surety bonds shall be issued by a surety admitted to do business in the State of California as an insurer. Each bid shall be accompanied by a certificate of fact issued by the County of Sacramento, Department of Finance, County Clerk-Recorder, with respect to such surety, which certificate is issued pursuant to Code of Civil Procedure, Section 995.640(a) or a certificate of authority with respect to such surety issued by the State of California, Department of Insurance. By virtue of submitting the Bid Form in response to the bidding documents, the bidder certifies under penalty of perjury that all bonds provided are issued by a surety admitted to do business in the State of California as an insurer.

- D. The District will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.
3. Submission of Bids:
- A. All copies of the Bid Form, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to ORANGEVALE RECREATION AND PARK DISTRICT and shall be identified with the project name, bidder's name and address and, if applicable, the designated portion of the work for which the bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
 - B. Bids shall be deposited at the District office prior to the time and date for receipt of bids. Bids received after the time and date for receipt of bids shall be returned unopened.
 - C. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.
 - D. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. Modification or Withdrawal of Bid:
- A. A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and each bidder so agrees in submitting a bid.
 - B. Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the District at the District office. Such notice shall be in writing over the signature of the bidder or by telegram. If by telegram, written confirmation over the signature of the bidder shall be mailed and postmarked on or before the date and time set for receipt of bids. A change shall be so worded as not to reveal the amount of the original bid.
 - C. Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids provided that they are fully in conformance with these Instructions to Bidders.
 - D. Bid security, if required, shall be in an amount sufficient for the bid as modified or resubmitted.

5. Disqualification of Bidders:

- A. The bidder declares by the submission of a bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, organization or corporation, and that the bid is genuine and not collusive or a sham.
- B. More than one bid from any individual, firm, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work will cause the rejection of all bids in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered.

6. Relief of Bidders:

- A. Attention is directed to the provisions of Public Contract Code Section 5100 et seq. concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in its bid, the bidder shall give the District written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

7. Public Records:

- A. Bid proposals and other documents responding to the Notice Inviting Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions, all bid proposals and other documents submitted in response to the Notice to Contractors Inviting Formal Bids becomes a matter of public record and shall thereupon be considered public records, except for information contained in such bid proposals deemed to be trade secrets (as defined in California Civil Code Section 3426.1) and information provided in response to the Contractor Responsibility Determination Criteria form. A bidder that indiscriminately marks all or most of its bid proposal as exempt from disclosure as a public record, whether by the notations of "trade secret", "confidential", "proprietary" or otherwise, may render the bid proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as bid proposals are deemed a matter of public record pursuant to the above, any bidder or other party shall be afforded access for inspection and/or copying of such bid proposals, by request made to the District in conformity with the California Public Records Act (California Government Code Section 6250, et seq.). If the District is required to defend or otherwise respond to any action or

proceeding wherein request is made for the disclosure of the contents of any portion of a bid proposal deemed exempt from disclosure hereunder, the bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

V

CONSIDERATION OF BIDS

1. Opening of Bids:
 - A. Unless stated otherwise in the Notice to Contractors Inviting Formal Bids, the properly identified bids received on time will be opened publicly and will be read aloud.

2. Rejection of Bids:
 - A. The District shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the bidding documents, or reject a bid which is in any way incomplete or irregular.

3. Consideration of Bids:
 - A. After the bids have been opened and read, they may be checked for accuracy and compliance with the requirements of the bidding documents.
 - B. It is the intent of the District to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. It is the intention of the District to award a contract only to a responsible bidder who has furnished satisfactory evidence that it has the requisite experience and ability, and that it has sufficient capital, facilities and plant to enable it to prosecute the work successfully and promptly, and to complete it within the time stated in the Contract Documents.

4. Acceptance of Bid (Award):
 - A. Award of the contract will be to the lowest responsible bidder who has demonstrated the requisite experience, ability and financial resources to complete the work successfully and promptly, has demonstrated the ability to abide by all

terms set forth in the Contract Documents and whose bid complies with the specified requirements.

- B. The District shall have the right to waive informalities or irregularities in a bid received and to accept the bid which, in the District's judgment, is in the District's best interests.
- C. The District shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the bidding documents, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

5. Bid Protest Procedures:

Any bidder submitting a bid to the District may file a protest of the District's intent to award the contract provided that each and all of the following are complied with:

- A. The bid protest is in writing.
- B. The bid protest is filed and received by the District not more than five (5) calendar days following the Bid Opening Date.
- C. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the bid protest. Any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's designee shall review and evaluate the basis of the bid protest. The District's designee shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Directors will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's designee. Action by the District's Board of Directors relative to a bid protest shall be final and not subject to appeal or reconsideration. The rendition of a written statement by the District's designee and action by the Board of Directors to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the contract, the District's disposition of any bid protest or the District's decision to reject all bid proposals. I

VI

POST-BID INFORMATION

1. Submittals:
 - A. Bidder shall, as soon as practicable after notification of selection for the award of a contract, furnish to the District in writing:
 - (1) A designation of the work to be performed with the bidder's own forces;
 - (2) Names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the work; and
 - (3) Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work.
 - B. The bidder will be required to establish to the satisfaction of the District the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents.
 - C. Prior to the award of the contract, the District will notify the bidder in writing if the District, after due investigation, has reasonable objection to a person or entity proposed by the bidder. If the District has reasonable objection to a proposed person or entity, the bidder may, at the bidder's option, (1) withdraw the bid, or (2) submit an acceptable substitute person or entity with an adjustment in the base bid or alternate bid to cover the difference in cost occasioned by such substitution. The District may accept the adjusted bid price or disqualify the bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
 - D. Persons and entities proposed by the bidder and to whom the District has made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with the written consent of the District.
2. Return of Bid Security:
 - A. When the award of the contract has been made, the bid security accompanying the three lowest bids shall be retained by the District. All other security for bids not to be further considered in making the award will be returned. The retained bid security will be returned when the contract has been fully executed.

VII

PERFORMANCE BOND AND PAYMENT BOND

1. Bond Requirements:

- A. The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The second bond shall be the payment bond required by Division Four, Part 6, Title 3, Chapter 5 of the Civil Code of the State of California. Bonds must be secured through sureties admitted to do business in the State of California.
- B. The cost of furnishing such bonds shall be included in the bid. If the furnishing of such bonds is required after receipt of bids and before execution of the contract, the cost of such bonds shall be added to the bid in determining the contract sum.

2. Time of Delivery and Form of Bonds:

- A. The bidder shall deliver the required bonds to the District at the time of execution of the Contract Documents. Prior to execution of the Contract Documents, bidder shall submit evidence satisfactory to the District that such bonds will be furnished and delivered in accordance with the bidding documents.
- B. The bidder shall also deliver a certificate of fact with respect to such surety issued by the County of Sacramento, Department of Finance, County Clerk - Recorder, which certificate is issued pursuant to Code of Civil Procedure Section 995.640(a), or a certificate of authority with respect to such surety issued by the State of California, Department of Insurance. The required certificates shall certify that each surety issuing bonds on behalf of bidder is admitted to conduct surety business in the State of California. If the required bonds and certificates are not received by District by the time for execution of the Agreement, the bid will be rejected as nonconforming and award of the contract may be made to the next lowest responsible bidder. The bid security of bidder shall be forfeited to the District as liquidated damages, not as a penalty.
- C. The bonds shall be in substantially the same form as set forth in the bidding documents and both the performance bond and payment bond shall be written in the amount of the contract sum.
- D. The bonds shall be dated on or after the date of the Contract Documents.
- E. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

VIII

AGREEMENT BETWEEN PARK DISTRICT AND CONTRACTOR

1. Execution of Agreement:

- A. A contract agreement shall be executed by the successful bidder in the form included in the Bidding Documents and returned, together with the required surety bonds and certification of insurance within ten (10) days after receipt of the contract form.
- B. The Contract Documents will require that five percent (5%) of each progress payment be placed in retention to ensure the satisfactory performance of the Contract Documents. Alternatively, the Contractor may substitute securities for the monies being held in retention, at Contractor's sole cost and expense, as more particularly set forth in Public Contract Code Section 22300.
- C. If the bidder to whom the award is made fails or refuses to enter into the contract within ten (10) calendar days from the time the Contract Documents are first received by the contractor, then the successful bidder's bid security shall be forfeited pursuant to the provisions of Section IV, Paragraph 2 of these Instructions to Bidders. The District may then award the contract to the next lowest responsible bidder.

2. Workers' Compensation Insurance.

Pursuant to California Labor Code Section 3700, the successful bidder shall secure workers' compensation insurance for its employees engaged in the work of the Contract Documents. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the work under the Contract Documents:

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

The form of such Certificate is included as part of the Contract Documents.

PRE-BID SITE INSPECTION CERTIFICATION

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

Name of Bidder: _____

Dated: _____

By _____

Title: _____

Persons who inspected site of the proposed work for your firm:

Name: _____ Date of inspection: _____

Title: _____

Name: _____ Date of inspection: _____

Title: _____

Name: _____ Date of inspection: _____

Title: _____

LIST OF PROPOSED SUBCONTRACTORS

(to be submitted with bid)

Pursuant to the provisions of Public Contract Code Section 4100 *et seq.*, bidder shall set forth (a) the name, location of the place of business, and Contractor's License Number of each subcontractor who will perform work or labor or render service to prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of prime contractor's total bid; (b) the portion of the work which will be done by each such subcontractor under this act. Prime contractor shall list only one subcontractor for each such portion as is defined by prime contractor in its bid. All work in excess of one-half of one percent of this bid, for which no subcontractor is listed below, shall be performed by the bidder. All subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bidder shall not substitute any subcontractor in place of any subcontractor which is listed below or permit any subcontractor to be assigned or transferred, or allow work to be performed by anyone other than the designated subcontractor, or sublet or subcontract any of the work in excess of one-half of one percent of this bid as to which a subcontractor is not herein designated, except as otherwise provided in the Subletting and Subcontracting Fair Practices Act.

Portion of Work	Name of Subcontractor and Contractor's License Number	Address of Subcontractor
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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**PROPOSAL FOR CONSTRUCTION CONTRACT
BID FORM**

Proposal to: Board of Directors of ORANGEVALE RECREATION & PARK DISTRICT

Bidder:

Project: Orangevale Community Park – Oak & Filbert Pathway

Members of the Board of Directors:

1. The undersigned hereby proposes and agrees as general contractor, to furnish all labor, materials and equipment required for the above-described project and to construct the project in strict conformity with the relevant plans and specifications and all applicable laws, statutes, ordinances, rules and regulations for the sum of \$_____. A breakdown of the Bid Items appear on Attachment A to this Proposal.
2. If awarded the contract, the undersigned agrees to execute a contract for the Project, abide by all terms of the contract documents, furnish the bonds and certificates of insurance required by the contract, commence actual work on the Project, and complete the Project within the times specified in the plans and specifications.
3. The undersigned agrees that he has:
 - a. Carefully examined the plans and specifications for the Project;
 - b. Carefully examined all documents issued in connection with the Project including but not limited to this Proposal for Construction Contract - Bid Form, the Notice to Contractors Inviting Informal Bids, the Instructions to Bidders, the Pre-Bid Site Inspection Certification, the contract form, the Noncollusion Affidavit, the performance bond, the labor and materials bond, and addenda numbers _____.
 - c. Carefully examined the job site on which the Project is to be constructed.
 - d. Determined to the undersigned's own satisfaction all conditions or limitations that exist or that may arise affecting the Project and difficulties that may be encountered in the construction of the Project.
 - e. Made this bid on the basis of such examinations, inspections and determinations, and not on the basis of any representations or promises made to the bidder by the

District or by any agent of the District, and not contained in the plans and specifications for the Project nor in the documents listed above issued in connection with the Project.

4. With this bid is submitted a Pre-Bid Site Inspection Certification, List of Proposed Subcontractors and Noncollusion Affidavit in the forms provided as required by Section III, Paragraph 5 of the Instructions to Bidders.
5. With this bid is submitted a bidder's security comprised of a bid bond, cash, cashier's check or certified check in an amount equal to at least ten percent (10%) of the total amount of the bid set forth in Paragraph 1 in the amount of \$_____. The bidder understands that this bidder's security may be forfeited for failure to execute a contract for the Project in the form issued to bidders in connection with the Project and post the bonds in the form and amount required by the contract documents within ten (10) calendar days after notice of award of the contract for the Project has been mailed to bidder. If a bid bond is submitted, the undersigned represents and certifies that said bond is issued by a surety admitted to do business in the State of California.
6. This bid is submitted by:
 - o Individual
 - o Corporation (State of Incorporation) _____
 - o Copartnership
 - o Joint Venture
 - o Combination

If the bidder is a corporation, the state of incorporation shall be inserted above and the legal name of the corporation shall be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the bidder is a copartnership, the true name of the firm shall be set forth below together with the signature of a partner authorized to sign the contract on behalf of the copartnership.

Name and Address of Partnership or Corporation:

If bid is submitted by a copartnership, combination or joint venture, the individual members and their addresses are as follows:

IMPORTANT NOTICE

This bid proposal must be signed in the same name-style in which the bidder is licensed. Bidders bidding jointly or as a combination of several business organizations are specifically cautioned that such bidder must be jointly licensed in the same form and style in which the bid is executed.

Legal Name of Bidder: _____ Contractor's License: _____

Date of Expiration of Contractor's License: _____

I declare under penalty of perjury that the information contained in this Proposal for Construction Contract - Bid Form is true and correct.

By _____ Date: _____

Name Printed: _____

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

AGREEMENT

This Agreement is made and entered into this ____th day of _____, 2017, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and _____, hereinafter referred to as "Contractor". Contractor will construct, on behalf of the District, a project consisting of the Orangevale Community Path Oak and Filbert Pathway Replacement Project. The Project is located at 7301 Filbert Ave, Orangevale, California 95662.

RECITALS

WHEREAS, the District issued a Notice to Contractors Inviting Formal Bids for the project; and

WHEREAS, Contractor, in response to such a notice, has submitted to the Board of Directors of the District a sealed bid for the performance of the work specified in said plans and specifications within the time stated in said notice and in the manner provided for in the bidding instructions; and

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and the Board of Directors of the District, as a result of the canvas of all bids, has determined and declared Contractor to be the lowest responsible bidder for said work and have awarded to Contractor a contract therefore.

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The project drawings, specifications for the project; the Notice to Contractors Inviting Formal Bids, if any; the Instructions to Bidders, if any; the bid and proposal of Contractor, all other required bidding documents, all required bonds, and all supplemental agreements covering alterations, amendments or extensions to this Agreement and the documents which describe the work to be performed.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

If Contractor should perceive an error, omission, or conflict in the Contract Documents, it will promptly notify the District representative in writing. The District representative will promptly resolve conflicts, errors and omissions by written instructions, which Contractor will promptly follow. If Contractor proceeds with work based on error, omission or conflict in the Contract Documents, without instructions from the Architect, it will be at the risk and expense of Contractor.

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, other required permits, sales taxes, shop drawings and samples to complete in a workman-like manner, the following work: Demolition of existing 8' asphalt pathway, and construction of a new 8' wide concrete path in its place.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job site, the Contract Documents, as well as the building codes, laws and regulations including those of any other public entities that are applicable to the work. The contract price includes all work, as shown in the Contract Documents, the plans and specifications, the contract drawings, and any other documents as specified, needed to provide a finished, complete and operating facility in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work on _____, 2017 after receiving written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within 45 calendar days from said written notice.

Should Contractor fail to complete the work described in this Agreement and the other Contract Documents incorporated herein within the time fixed for completion, Contractor shall be liable to the District in the sum of One Thousand Dollars (\$1,000) per calendar day each day said work remains incomplete beyond the time set for completion in the Contract Documents as and for agreed and liquidated damages. It is expressly agreed and stipulated by and between the parties hereto that said liquidated damages do not constitute a penalty since it would be impractical and extremely difficult to fix the actual amount of damages to the District as the result of any failure to complete said work within the period of time specified in the Contract Documents.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may

become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: _____ (\$). No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Progress payments, less five percent (5%) shall be made to Contractor as follows:

a. After completing the payment request and gaining approval of the construction manager, payments will be processed on two week intervals for the six-week project duration.

The five percent (5%) not paid shall be withheld by District until final completion and acceptance of the work. However, in lieu of any withholding of money, and in accordance with the provisions of California Public Contract Code Section 22300, Contractor may substitute securities to insure performance under this Agreement.

No payment will be made until defective work and materials have been removed, replaced and made good in accordance with the Contract Documents. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall provide to the District an Unconditional Waiver and Release for every subcontractor and/or entity providing materials and supplies on the job prior to release of final payment. The Unconditional Waiver and Release shall be in the form attached as Exhibit A to this Agreement. Thirty-five (35) calendar days from and after the issuance of the Notice of Completion, the balance of the contract price remaining unpaid will be paid to Contractor under certificate issued by the District, provided there are no mechanic's liens of record or stop notices in effect at that time, or defective work to be repaired.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all

damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

6. Pursuant to the provisions of Section 1774, et seq. of the Labor Code of the State of California, it shall be mandatory for Contractor, and any subcontractor working under Contractor, to pay all workers, laborers and mechanics employed in the execution of this work not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the District.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

Contractor and all subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This Project is subject to monitoring and enforcement by the Department of Industrial Relations. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the Labor Commissioner in accordance with Labor Code Section 1771.4 on at least a monthly basis (or more frequently if required by the District) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified or determined as the result of its own investigation, that Contractor or its subcontractors are in violation of any of the requirements set forth in Labor Code Section 1720 et seq. at no penalty or cost to the District.

Contractor is further required to post any and all job site notices as required by regulation pursuant to Labor Code Section 1771.4(a)(2).

EIGHT HOUR DAY LIMITATION

7. Contractor agrees that eight (8) hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work under this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; provided that subject to California Labor Code Section 1815, a worker may perform work in excess of eight (8) hours per day or forty (40) hours per week at not less than one and one-half times the basic rate of pay.

Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815.

INSURANCE

8. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability, Property Damage and Contractual Liability Insurance. Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, the District may take out insurance to cover damages of the above-mentioned classes for which the District might be held

liable on account of Contractor failing to pay such damages, and deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of its responsibilities to acquire insurance under this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, the District may take out insurance to cover any compensation which the District might be liable to pay under the provisions of the Workers' Compensation Act by reason of an employee of Contractor being injured or killed while engaged in the course and scope of his employment. The District may deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of his responsibilities to obtain such insurance pursuant to this Agreement.

By execution of this Agreement, Contractor certifies as follows:

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

As part of the execution of this Agreement, Contractor agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such cancellation or reduction.

Should Contractor fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

PERFORMANCE AND PAYMENT BONDS

9. Contractor shall, at the time of execution of this Agreement, file two (2) separate bonds with the District, each made payable to the District. These bonds shall be issued by a surety company admitted to do business in the State of California as an insurer and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement and shall guarantee the faithful performance of all aspects of this Agreement. The second bond shall be the payment bond required by Division Three, Part 6, Title 3, Chapter 5 of the Civil Code of the State of California, and shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement to guarantee the payment of wages and materials, supplies or equipment used in the performance of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provisions of this Agreement shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code. Prior to commencing work under this Agreement, Contractor shall provide a Certificate of Fact issued by the County of Sacramento, Department of Finance, County Clerk-Recorder or Certificate of Authority issued by the State of California, Department of Insurance for any and all sureties issuing the bonds required under this Agreement. By execution of this Agreement, Contractor further certifies and represents that any and all sureties issuing the bonds required under this Agreement are authorized to do business in the State of California and that the bonds fully comply with Civil Code Sections 9550 and 9554, and the Bond and Undertaking Law, Code of Civil Procedure Section 995.010, et seq.

INDEMNIFICATION

10. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

CHANGE ORDERS

11. The District may, without invalidating this Agreement, order changes in the scope of the work to be performed by Contractor consisting of additions, deletions or modifications in the nature and extent of the work to be performed pursuant to the Contract Documents. If these

additions, deletions or changes cause an increase or reduction in the cost of the work to be performed, then such increase or reduction in cost shall be mutually agreed upon by both parties and the contract sum, as well as the contract time shall be adjusted accordingly. Any such adjustment in the contract sum shall be calculated by using the same basis Contractor used for calculating its base bid. Contractor shall furnish a detailed itemization of the proposed contract price adjustment and any such change in the work and adjustment of the contract price and/or contract time shall be authorized only by written change order signed by Contractor, Architect, and the District after approval by the District's Board of Directors. The contract sum as well as the contract time shall be changed only by such a written change order. In the event Contractor encounters work that exceeds the estimated quantities upon which its bid is based, Contractor shall notify the District and/or Architect of the discrepancy. Contractor shall apply for a Change Order reflecting any such additional quantities within ten (10) days of encountering same. A failure by Contractor to do so shall result in a waiver by Contractor to any right to compensation for such additional quantities.

WARRANTY

12. Contractor agrees that the work shall be performed in accordance with the Contract Documents and industry standards. Contractor unconditionally guarantees all materials and workmanship furnished under this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one (1) year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

CORRECTION OF WORK AND BACK CHARGES

13. Contractor will immediately, upon written orders of the District and/or Architect, correct any defect or deficiency in the work, equipment or materials. The District may withhold from Contractor, any amounts it reasonably estimates to be necessary for the correction of defective work if Contractor fails to repair and/or replace such defective work after request by the District and/or Architect.

CLEANUP

14. Contractor will continuously clean the job site, and keep it in a safe, orderly and neat condition. At the completion of the work, the entire job site will be left in a broom-clean condition.

CONCEALED CONDITIONS

15. Contractor has examined the job site, the Contract Documents and the applicable building codes, laws and regulations as well as any applicable laws and regulations of any and all utilities, that govern the conduct of the work, and has made such investigation as it deems appropriate. The contract price includes full compensation for all efforts to be expended by Contractor obtaining any and all approvals of the governing water, electricity, gas and other utility companies, and in dealing with any concealed, underground, known and/or unknown conditions.

CONTRACTOR AS INDEPENDENT CONTRACTOR

16. The parties hereto agree that at all times during the term of this Agreement, Contractor and Contractor's employees hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of the District. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for performing the services required by this Agreement and for coordinating all portions of the work required by this Agreement. The District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor and Contractor shall be responsible for the actions of any such third persons. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by Contractor, and the District shall have no right or authority over such persons or the terms of their employment.

Neither Contractor nor any third persons employed by Contractor to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from the District should Contractor or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Contractor nor any third persons employed by Contractor shall be entitled to any other benefits payable to employees of the District. The District is not required to make any deductions from the compensation payable to Contractor under the provisions of Contractor's bid. Contractor hereby agrees to defend and hold the District harmless from any and all claims that may be made against the District based on any contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

Contractor represents that it, and its subcontractors, are properly licensed and will remain so during the progress of the work.

DEFAULT BY CONTRACTOR

17. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Contract Documents, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages and/or costs of completion assessed by the District against the Contractor pursuant to the provision of this Agreement.

SAFETY

18. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees; (2) the project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to unsafe conduct tolerated by Contractor or any of its subcontractors.

PERMITS AND INSPECTIONS

19. Contractor agrees and understands that it is the responsibility of Contractor to obtain and pay for all necessary permits required for the performance of the work described in this Agreement as well as calling for and obtaining all required inspections during the course of the work on the project which is the subject matter of this Agreement. Contractor is not relieved of its obligations pursuant to this paragraph by virtue of the District's assistance in procuring the necessary permits.

MISCELLANEOUS PROVISIONS

20. Contractor shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without the District's prior written consent. In the event of any such purported assignment without the District's prior written consent, the District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor. If this Agreement is so terminated, the District may contract for the completion of the work or complete the work itself. If the cost and expense of completing the work, when added to the sum of amounts previously paid Contractor under this Agreement and any amounts due but unpaid to Contractor at the time of such termination, exceed the contract price, the District may deduct the amount of the excess from any such amounts then due Contractor. If the amount of such excess is larger than the amounts then due Contractor, Contractor shall immediately pay such excess or the balance thereof to the District, failing which recourse may be made immediately to Contractor's bond. If the Agreement is so terminated, Contractor agrees to waive and hereby does waive all other claims against the District for profits, loss, or damage because of such termination.

21. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

For these purposes, "prevailing party" shall mean the party who is most successful in the proceedings as determined by the trial judge or arbitrator, as the case may be. To be the "most successful party" would require that the party claiming money damages recovers a judgment or award of not less than seventy percent (70%) of the amount of its claim (not including interest, costs or attorney's fees). If that party does not recover at least that amount, the opposing party will be the "prevailing party" and would therefore be entitled to recover its reasonable attorney's fees and costs incurred in the proceedings.

22. It is expressly hereby agreed that time is of the essence of this Agreement including all Contract Documents incorporated herein.

23. This Agreement shall be governed and construed according to the laws of the State of California.

24. This Agreement, together with all Contract Documents expressly incorporated herein by reference, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor to the District, and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the other Contract Documents shall be valid or binding.

25. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement

26. This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

27. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

28. The terms of this Agreement may be modified only in writing by mutual agreement on signature of the District and Contractor. Said amendment shall be attached to this Agreement.

29. Any notices to be given pursuant to this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice to the other. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notice shall be deemed communicated as of the date of deposit in the mail.

IN WITNESS WHEREOF, the ORANGEVALE RECREATION AND PARK DISTRICT has, by order of its Board of Directors, caused this Agreement to be signed by the Chairperson and Secretary of said Board of Directors and Contractor has executed this Agreement on the date and year first above written.

ORANGEVALE RECREATION AND PARK DISTRICT,
a political subdivision of the State of California

By _____
Chairperson

By _____
Secretary

XXXXXX

By _____

Title: Owner

CONTRACTOR
Contractor's License Number:

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

ATTACHMENT A

Contractor agrees to supply and/or to perform all the work described below and as instructed by the District Engineer in a good workmanlike manner for the following Lump Sum prices:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT COST	ESTIMATED TOTAL COST
CONSTRUCTION ITEMS					
1.	Demolition of Existing Asphalt		S.F.		
2.	Aggregate Base for concrete		S.F.		
3.	Concrete Paving w/reinforcing steel		S.F.		
Total Base Bid					\$ -

The bidder shall set forth, in clearly legible figures, the bid price in the spaces provided in the following schedule:

TOTAL BASE BID AMOUNT	\$
------------------------------	----

Write out figures:	
--------------------	--

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract.

TOTAL ADD ALTERNATE #1 BID AMOUNT	\$
--	----

Write out figures:	
--------------------	--

TOTAL ADD ALTERNATE #2 BID AMOUNT	\$
-----------------------------------	----

Write out figures:	
--------------------------	--

SUBMITTALS

Section 01300

PART 1 GENERAL

1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

1.02 DESCRIPTION

A. Work Included:

1. To ensure that specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for its review and acceptance or rejection by Architect.
2. Make all following submittals to Architect for review, in strict accord with provisions of this Section:
 - a. Subcontractor List
 - b. Progress Schedule
 - c. Schedule of Values
 - d. Shop Drawings
 - e. Product Data/Material Lists
 - f. Samples
 - g. Substitutions
 - h. Request for Information (RFI)
 - i. Electronic Data Transfer
 - j. Certifications
 - k. Maintenance/Operating Manuals
 - l. Record Drawings
 - m. Guarantees
 - n. Extra Stock

- B. Related Requirements:
 - 1. Test reports: Pertinent Specification Sections.
 - 2. Individual submittals required: Pertinent Specification Sections.

PART 2 PRODUCTS

2.01 SCHEDULE OF VALUES

- A. Before first Application for Payment, submit for Architect's approval a Schedule of Values of various portions of work, aggregating total Contract sum, divided so as to facilitate payment to Subcontractors, prepared in such form as Architect and Contractor may agree upon, and supported by such data to substantiate its correctness as Architect may require. Breakdown shall include separation of all main categories including electrical, plumbing, concrete, etc. Include proper share of overhead and profit with each item in Schedule of Values. This Schedule, when approved by Architect shall be used as basis for Contractor's applications for payment. Payment shall not be released until Schedule of Values is accepted.
- B. Schedule of Values shall appear similar to the following list. It shall be detailed at least as shown and portions shall not be more largely grouped so as to reduce its length unless appropriate to the scope of the Work. Mobilization/Start-up is limited to 2% on contracts greater than \$1,000,000 and 4% on contracts less than \$1,000,000.

Mobilization/Start-up
Site Demolition
Grading
Asphalt Concrete
Site Concrete
Concrete Reinforcement
Labor/Supervision
Cleanup

2.02 CERTIFICATIONS

- A. Where specifically indicated by pertinent Specification Sections, submit proper certification of recognized producer or association in lieu of or in addition to testing. Certification shall attest to product's compliance with requirements of Contract Documents. Provide certifications on enclosed forms.
- B. Certifications for this project shall include:
 - 1. Weighmaster's Certificate.
 - 2. Certificate of Compliance with SWPPP.

2.03 SHOP DRAWINGS

- A. Submit shop drawings as a copy of the original set maintained by the Contractor. Shop drawings are to include the name of the project, the name of Contractor and are to be numbered consecutively. Provide legible and complete copies in every respect. Provide quantity as described below. Do not reproduce bid document drawings in lieu of Contractor or subcontractor produced shop drawings.
- B. If shop drawings show variations from Contract requirements because of standard shop practice or other reason, make specific mention of such variations in letter of transmittal, as well as on drawings, in order that (if acceptable) suitable action may be taken for proper adjustment of the Contract Documents. Unless specific changes have been noted and approved, no deviations from Contract Documents will be accepted.
- C. If the shop drawings are accepted or rejected, all reviewed and stamped copies will be distributed to all parties. If corrections are required, the Contractor is responsible for making the necessary corrections and re-submitting the shop drawings in a timely fashion as to not affect the project schedule. The Contractor must secure final acceptance prior to commencing work involved.

2.04 PRODUCT DATA/MATERIAL LISTS

- A. Manufacturer's Standard Schematic Drawings:
 - 1. Modify drawings to delete information which is not applicable to the Project.
 - 2. Supplement standard information to provide additional information which is applicable to the Project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products or models. Mark out or remove all extraneous information.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring diagrams and controls.

2.05 SAMPLES

- A. Samples: Physical examples to illustrate materials, equipment or workmanship,

and to establish standards by which completed work is judged.

1. Include identification on all samples including product and material and location of proposed work.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 2. After review, samples may be used in construction of project.
- C. Field samples and mockups:
1. Erect at project site at location acceptable to Architect.
 2. Construct each sample or mockup complete, including work of all trades required in finished work.

2.06 SUBSTITUTIONS

- A. Architect's Approval Required:
1. Contract is based on materials, equipment and methods described in Contract Documents.
 2. Architect will consider proposals for substitution of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by Architect to evaluate proposed substitution. Substitution shall be submitted with completed Substitution Request Form.
 3. Do not substitute materials, equipment or methods unless such substitution has been specifically approved for this work by Architect.
- B. "Or Equal": Whenever, in Contract Documents, any material, process or specified patent or proprietary name and/or by name of manufacturer is indicated, such name shall be deemed to be used for purpose of facilitating description of material and/or process desired, and shall be deemed to be followed by the words "or equal" and Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if material, process or article offered by Contractor is not, in opinion of Architect, equal in every respect to that specified, then Contractor must furnish material, process or article specified or one that in opinion of Architect is equal thereof in every respect.
- C. "No Substitutions": Items indicated as "No Substitutions" must be provided as specified and no alternates will be allowed. These items are required either due to District standards implemented by the Board or to match materials recently

installed by others.

- D. Coordination: Approval of substitution shall not relieve Contractor from responsibility for compliance with all requirements of Drawings and Project Manual, and Contractor shall be responsible at his own expense for any changes in other parts of his own work or work of others which may be caused by approved substitution.

2.07 MAINTENANCE/OPERATION MANUALS

- A. General: Contractor shall incorporate in Maintenance/Operation Manual(s) all brochures, manufacturer's catalogs and written instructions for equipment and materials needing regular care or maintenance; i.e., carpets, resilient flooring, architectural finishes, mechanical and electrical equipment and other items as required elsewhere in project documents. Prepare all such manuals in durable plastic loose-leaf binders size to accommodate 8-112 x 11 sheets with following minimum data:
1. Identification on or readable through, front cover stating general nature of manual.
 2. Neatly typewritten index of all contents.
 3. Site plan and building plans indicating location of equipment referenced (reduced scale).
 4. Complete instructions regarding operation and maintenance of all equipment involved.
 5. Complete nomenclature of all replaceable parts, their part numbers, current cost and name and address of nearest vendor of parts.
 6. Copy of all guarantees and warranties issued.
 7. Copy of approved shop drawings (reduced scale) with all data concerning changes made during construction.
- B. Extraneous Data:
1. Where contents of manuals include manufacturer's catalog pages, clearly indicate precise items included in the Project installation and delete, or otherwise clearly indicate, all manufacturer's data with which the Project installation is not concerned.
- C. Materials shall be organized in a logical and consistent manner, by specification section number, with separating tabs clearly marked.

2.08 RECORD DRAWINGS

A. General:

1. At time of installation, installed locations of all underground work, including plumbing and electrical, shall be recorded on prints by Contractor, and reviewed with Inspector. Record drawings are to be maintained and adjusted on a daily basis by the Contractor.
2. Notify Architect when underground work has been completed. On such notice, Architect will furnish a clean copy of drawings to Contractor for their use. Contractor will transfer installed locations to new copy, obtain Inspector's approval and signature, and submit drawings to Architect for review and acceptance.
3. All information entered on drawings copy shall be neat, legible and emphasized by drawing "clouds" around changed items. Changes shall be made in an accurate manner by a qualified draftsman acceptable to Architect. Completed Record Drawings shall be signed by the Contractor.
4. Locate and dimension all work, including stubs for future connections with reference to permanent landmarks or building and indicate approximate depth below finish grade.
5. All symbols and designations used in preparing record drawings shall match those used in the Contract Drawings.
6. Record drawing shall be up-dated monthly, prior to and pursuant to approval of the progress payment application.

- B. Conditions of Payments: Evidence of maintenance of Record Drawings shall be presented to Inspector and/or Architect monthly before progress payment will be authorized.

2.09 GUARANTEES

- A. Standard Guarantee: Provide individual as well as overall guarantees for all work executed under this Contract or any extra work to be absolutely free of all defects of workmanship and materials for a period of one year after completion and acceptance by Owner. Repair and make good all such defects and repair any damage to other work caused thereby which may occur during same period.
- B. Indicate on Guarantee Form, specific provisions required by individual specification sections. List all special requirements, extended periods, bonding, etc.
- C. Additional Guarantees: Provide additional guarantees (in excess of year(s) required by Standard Guarantee) where specifically required by pertinent Specification Sections.
- D. Index: Provide an Index of Guarantees listing each specification section, specific

items covered and length of guarantee for each item.

2.10 EXTRA STOCK

Provide all extra stock and materials as described in the individual specification sections, to the Owner at time of final acceptance. Materials shall be inventoried in writing, clearly marked and packaged neatly with quantities as required. Contractor is required to obtain written acceptance of delivery from Owner's representation.

2.11 SUBCONTRACTOR LIST

Provide a typed list of all subcontractors within 5 days of notice of the award of contract. Include Subcontractor name, address, phone number, license number and trade.

2.12 REQUESTS FOR INFORMATION (RFI)

- A. Requests for additional information (RFI's) beyond that set-forth in the Contract Documents will be considered when the request is in writing and fully documented. Requests must state the source and reason for the request; identify specific references within the Contract Documents pertinent to the request; and supply all supporting information to assist the Architect in his/her response. Verbal responses to such requests are to be considered informational; official response will only be given in writing.
1. Submit all RFI's on standard form provided in the Project Manual and numbered consecutively.
 2. Allow a minimum of 72-hours for review by Architect. Additional time may be required for more complex issues.
 3. Provide suggested solution on standard RFI form where indicated.
 4. Provide detailed cost estimate for all RFI's that are anticipated to exceed \$500 in extra costs to the Owner.
- B. Because RFI's are used for clarification or Construction Document interpretation purposes, the response will be issued back to the Contractor in the space provided on the standard RFI form. More complex issues requiring Contract Document revisions and/or which may result in a change in cost to the Contract will be handled using an Architects Supplemental Instruction (ASI). RFI's and ASI's will not be used to address simple or minor coordination or construction issues which can normally be addressed quickly and easily by the Contractor or in conjunction with the Contractor and Architect. RFI's deemed unnecessary or frivolous by the Architect will be returned to the Contractor for reconsideration or will be rejected. RFI's so returned shall be removed from the RFI log and noted as unnecessary.

2.13 ELECTRONIC DATA TRANSFER

- A. Requests for Electronic Data will be considered upon receipt of written request by the Contractor accompanied by a signed copy of the Electronic Data Request Form (included with this Project Manual). Request should clearly outline specific drawings desired and the intent of the request.
1. Submit Electronic Data Request Form on standard form.
 2. Allow 72-hour minimum for review and consideration by Architect.
- B. Electronic data files are not a part of the contract documents, but rather a convenience for the contractor in preparation of his required submittals and layout efforts. Electronic files do not alter the content or meaning of the hard copy documents which may be a part of the Contract Documents.
- C. The electronic data files will remain the property of the Architect, shall not be used for any other purpose than that purpose stated in the Electronic Data Request Form, and shall not be released by the Contractor or any subcontractor to any other party without written consent from the Architect
- D. The electronic data files are distributed for reference only. Transferring such files can alter, delete or change original information. Accuracy of the data cannot be guaranteed as correct or complete and the Contractor accepts full responsibility for any and all inaccuracies, regardless of cause.
- E. The hard copy documents, including addenda and subsequent written changes to the documents, represent the complete work of the Contract All electronic files should be cross-referenced to the Contract Documents by the user and verified from that the information included contains all of the necessary Contract information. It is the Contractor's responsibility to make any changes or revisions to the electronic data files as necessary.
- F. Architect may, at his complete discretion and without explanation, approve or deny any and all requests for electronic data.

PART 3 EXECUTION

3.01 SUBMISSION REQUIREMENTS

- A. Contractor is responsible for the scheduling of submittals in order to avoid detrimental impact to the construction schedule and to support the timely sequence of the Work. Allow a minimum of 15-working days for submittal review by the Architect. Complex submittals or submittals which are not provided as complete packages may take longer than 15-working days for review. Contractor should allow time for potential rejection and re-submittal of submittals which are being offered as substitution to the specified products.

- B. Contractor shall review submittals for completeness, coordination and conflicts between subcontractors and other work in the Contract Documents. Submittals made by Contractor which are not thoroughly reviewed by the Contractor will be returned. Submittals which vary significantly from the Contract Documents and are not so identified prior to submission, will be returned to the Contractor without review.
- C. Make submissions within following number of days from issuance of Notice to Proceed or Start Letter:
 - 1. Items needed in initial stages of Work or requiring long lead-time for ordering: 15 calendar days.
 - 2. All other items, including all furnish samples, which cannot be reviewed without having all of the samples or submittals together at one time: 30 calendar days.
- D. All submittals shall be accompanied by Submittal Transmittal (copy included in Project Manual) addressed to the Architect. Each submittal transmittal shall:
 - 1. Be consecutively numbered
 - 2. Re-submittals to have same submittal number as the original submittal with an alphanumeric suffix.
 - 3. Indicate specification section number. (Separate submittals are required for each specification section involved).
 - 4. Include proper number of copies, as required in "Number of Copies Required" below.
 - 5. Contain index of items submitted, properly identified with drawing numbers, etc.
 - 6. Substitutions shall be accompanied by a completed Substitution Request Form (included with the Project Manual).
- E. Before submitting a shop drawing or any related material to Architect, Contractor shall: review each such submission for conformance with the means, methods, techniques, sequences, and operations of construction, and safety precautions and programs incidental thereto, all of which are the sole responsibility of the Contractor; approve each such submission before submitting it; and so stamp each such submission before submitting it. Architect shall assume that no shop drawing or related submittal comprises a variation unless the Contractor advises the Architect otherwise via a written instrument which is acknowledged by the Architect in writing.
- F. Architect will check submittals for conformance with design concepts of project. Approval by Architect covers only such conformance. Effort will be made by Architect to discover any errors, but responsibility for accuracy and correctness of all submittals shall be with the Contractor.

- G. Approval of submittals will be on a general basis only and shall not relieve the Contractor from their responsibility for proper fitting and construction of the Work, nor from furnishing materials and labor required by the Contract which may not be indicated on the submittals when approved.
- H. No portion of the work requiring submittals shall be commenced until the submittal for that portion of the work has been approved by Architect. All such portions of work shall be in accordance with the approved submittals. Any work performed without approved submittals will be done so at the Contractor's own risk. Work found not to be in compliance with the approved submittals shall be removed and corrected at the Contractor's own expense.
- I. Number of Copies Required - Contractor shall submit following number of copies:
 - 1. Progress Schedule: 3-copies
 - 2. Schedule of Values: 3-copies
 - 3. Certifications: 3-copies
 - 4. Shop Drawings: 7 -copies.
 - 5. Product Data/Material Lists: 7 -copies.
 - 6. Samples: As specifically indicated in pertinent specification section.
 - 7. Samples for Color/Pattern Selection: One set of manufacturer's complete range for initial selection; and four (4) samples as requested of selected color/pattern for inclusion in final color boards. As color selection is dependent on multiple submittals, it is critical that all items requiring color decisions be submitted as early as possible and at the same time. Selections will not be finalized until all color dependent/selection submittals are received.
 - 8. Maintenance/Operations Manuals: 3-copies.
 - 9. Record Drawings: 1-set as provided by the Architect (see RECORD DRAWINGS above for procedure).
 - 10. Guarantees: 3-copies as provided with the Maintenance/Operations Manuals.
 - 11. Deferred Approvals: 3-copies.
 - 12. Electronic Data Requests: 1-copy.
- J. Submittals shall include (where applicable):
 - 1. Date and revision dates.
 - 2. Project title and number.

3. The names of Architect, Contractor, Subcontractor and supplier or manufacturer.
 4. Identification of product or material.
 5. Relation to adjacent structure or material.
 6. Field dimensions, clearly identified as such.
 7. Specification section number.
 8. A blank space for Architect's stamp.
 9. Contractor's stamp on each, initialed or signed, certifying that submittal was reviewed, field measurements have been verified and submittal is in compliance with the applicable specification section and the overall Contract Documents.
- K. Incomplete, inaccurate or non-complying submittals requiring revisions, re-submittal and additional review time, shall not be considered as a basis for Contract time extension.

3.02 REQUIRED SUBMITTALS

- A. Various specification sections specifically state information to be submitted.
- B. Submittals are required for all materials even though the submitted material may be exactly as specified in the Project Manual.

END OF SECTION 01300

CONTRACT CLOSEOUT

Section 01700

PART 1 GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection Procedures.
 2. Warranties
 3. Final Cleaning.
- B. Related Sections include the following:
1. Division 0 for requirements for Application for Payment for Substantial Completion and Final Completion.
 2. Division 0 for progress cleaning of Project Site.
 3. Division 1 Section "Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 4. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 5. Division 1 through 33 Sections for specific closeout and special cleaning requirements for the Work in these Sections.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, the following items must be completed. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise District of pending insurance change over requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting the District unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction digital photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by District. Label with manufacturer's name and model number where applicable.
 7. Complete startup testing of systems.
 8. Submit test/adjust/balance records.
 9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar utilities.
 10. Advise District of changeover in heat and other utilities.
 11. Submit changeover information related to District's occupancy, use, operation, and maintenance.
 12. Complete final cleaning requirements, including touch up paint.
 13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. District will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 0.

2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.'
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct District's personnel in operation, adjustment, and maintenance of products, equipment and systems. Submit demonstration and training video tapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, District will either proceed with inspection or notify Contractor of unfulfilled requirements. District will prepare a final Certificate for Payment after re-inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Include the following information at the top of each page:
 - a. Project Name
 - b. Date
 - c. Name of Architect
 - d. Name of Contractor
 - e. Page Number

1.06 WARRANTIES

- A. Submittal time: Submit written warranties for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by the District during construction period by separate agreement with Contractor.

- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind 3 copies of warranties and bonds in heavy duty, 3-ring, vinyl covered, loose leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

Cleaning agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth,

even textured surface.

- d. Remove tools, construction equipment, machinery and surplus material from Project Site.
 - e. Clean exposed exterior hard surfaced finishes to a dirt free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, trenches, equipment vaults, manholes, and similar spaces.
 - g. Remove labels that are not permanent.
 - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - i. Replace parts subject to unusual operating conditions.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on District's property. Do not discharge Volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01700

WARRANTIES

Section 01780

PART 1 GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Warranty/Guarantee Information;
- B. Special Conditions.

1.02 FORMAT

- A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two-inch maximum ring size.
- B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project. Contractor to use Document 00890 contained in this contract documents.
- C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.
- D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.03 PREPARATION

- A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.
- B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Contractor shall co-execute submittals when required.
- D. Contractor shall retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- B. Contractor shall submit for District approval all warranties and related documents two (2) months prior to the Substantial Completion Date. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment. .
- C. For items of work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01780

DEMOLITION

Section 02050

PART 1 GENERAL

1.01 APPLICABLE REQUIREMENTS

Requirements of Division 1 apply to all work of this Section.

1.02 SCOPE OF WORK

Demolish and remove existing items as shown on Drawings.

PART 2 PRODUCTS

NOT USED.

PART 3 EXECUTION

3.01 GENERAL DEMOLITION

Furnish labor, equipment and materials as required to complete demolition as indicated on Drawings.

3.02 NOTIFICATION

- A. Notify Owner's Representative when demolition is to commence.
- B. Remove all parts to be demolished including footings unless otherwise shown.
- C. Remove demolished work from property unless otherwise indicated on Drawings.

3.03 SAFETY

Execute work in an orderly and careful manner with due consideration for neighbors, workers and public.

3.04 CLEANUP

Promptly remove materials, rubbish, and debris from property.

END OF SECTION 02050

AGGREGATE BASE

Section 02500

PART 1 GENERAL

1.01 APPLICABLE REQUIREMENTS

Requirements of Division 1 apply to all work of this Section.

1.02 SCOPE OF WORK

Furnish all labor, materials, tools, equipment and transportation required to perform and complete installation of aggregate base, including compaction and testing and any incidental work not shown or specified, which can be reasonably inferred as part of the work and necessary for its completion, as shown on Drawings and as specified herein and as directed by Owner's Representative.

1.03 RELATED WORK SPECIFIED ELSEWHERE

Concrete Work: Section 03300

PART 2 PRODUCTS

2.01 AGGREGATE BASE MATERIAL

State Specifications, Section 26, Class 2 aggregate base (3/4" max.)

PART 3 EXECUTION

3.01 PREPARATION

- A. Clear area to receive aggregate base of all vegetable matter.
- B. Compact subbase to 90 percent relative compaction.

3.02 PLACEMENT

- A. Deliver material to site, deposit as close to area as possible, and spread.
- B. Spread aggregate in a four-inch layer and compact 95 percent.
- C. Spread aggregate when it has a moisture content sufficient to obtain required compaction and when moisture is uniformly distributed throughout material.

END OF SECTION 02500

CONCRETE FORMWORK

Section 03100

PART 1 GENERAL

1.01 APPLICABLE REQUIREMENTS

Requirements of Division 1 apply to all work of this Section.

1.02 SCOPE OF WORK

Design, erect, support, brace and maintain formwork, bulkheads and shoring to support safely all vertical and lateral loads that might be applied until such loads can be carried by the concrete work.

1.03 COORDINATION

- A. Before concrete is placed, secure in position pipe sleeves, anchors and bolts, including those for angle frames, nailers, inserts, supports, ties and other materials in connection with concrete construction.
- B. Obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete so that provisions for their work can be made without delaying the project.
- C. Make proper provisions for openings, blockouts, offsets, sinkages, reglets, recesses and depressions required by other trades and suppliers prior to placing concrete.
- D. At no cost to Owner, cut and/or patch where necessary due to failure or delay in complying with these requirements.

1.04 RELATED WORK SPECIFIED ELSEWHERE

- A. Reinforcing Steel: Section 03200.
- B. Concrete Work: Section 03300.

PART 2 PRODUCTS

2.01 MATERIALS

Form material: straight, true, sound, able to resist deformation due to loading and effects of moist curing, and suitable to produce finishes specified hereinbefore. Do not reuse material which is warped, delaminated or requires more than minor field patching of contact surfaces.

PART 3 EXECUTION

3.01 CRAFTSMANSHIP

Build and erect forms to conform to required shapes, lines, grades and dimensions indicated. Build forms substantial and tight to prevent leakage of mortar and properly brace and tie together to maintain position and shape. Butt joints in forming materials tightly and bear on solid construction. Carefully form all bevels, grooves, recesses, etc. to neat lines. Construct forms so they can be removed readily without hammering, wedging or prying against the concrete.

3.02 PREPARATION OF FORMS

Thoroughly water soak wood forms other than plywood before placing concrete. Begin wetting forms at least 12 hours before concreting.

3.03 INSPECTION OF FORMS

Notify Owner's Representative at least 48 hours in advance of beginning pouring operations, completion of formwork and location of all construction joints. Owner's Representative will inspect forms and joints for approval of finished work quality and general layout, but will in no way relieve Contractor of responsibility for design and safety of formwork.

3.04 CLEAN-UP

Completely remove dirt, chips, sawdust, rubbish, water, etc. from forms before concrete is deposited therein. Do not leave wooden ties or blocking in concrete except where indicated for attachment of other work.

3.05 FORM REMOVAL

Do not remove forms until concrete has hardened sufficiently or for 48 hours, whichever is longer. Remove all exposed steel ties, clamps, etc. Solid pack holes by pressure grouting after flushing with water.

END OF SECTION 03100

REINFORCING STEEL

Section 03200

PART 1 GENERAL

1.01 APPLICABLE REQUIREMENTS

The requirements of Division 1 apply to all work of this Section.

1.02 SCOPE OF WORK

Furnish and install steel reinforcement for concrete as shown on Drawings and as specified.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Work: Section 03300.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Bars: Deformed in accordance with ASTM A305.
- B. Reinforcing Bars: In accordance with ASTM A-615, grade 60.
- C. Stirrups and Ties: In accordance with ASTM A-615, grade 40, unless otherwise noted on Drawings.
- D. Steel Dowels: In accordance with ASTM A-615, grade 60.
- E. Reinforcing Fabric: In accordance with ASTM A-185 "Welded Steel Wire Fabric for Concrete Reinforcement".
- F. Wire Ties for Tying Reinforcing Steel: #16 annealed wire.

PART 3 EXECUTION

3.01 INSPECTION

Notify Owner's Representative in advance of concrete pouring operations for an inspection of reinforcing steel installation. Accept responsibility for accuracy of reinforcement placed, regardless of foregoing inspection.

3.02 WORKMANSHIP STANDARDS

Conform to requirements of American Concrete Institute (318) and manual of Standard Practice of the Concrete Reinforcing Steel Institute unless shown otherwise on Drawings.

3.03 CLEANING

At time concrete is placed around it, reinforcing steel shall be clean of rust, scale, mill scale or other coatings that will destroy or reduce bond.

3.04 FABRICATION

Do not bend or straighten steel reinforcement in a manner that will injure the material. Do not use bars with kinks or bends not shown on Drawings. Do not heat bars for bending.

3.05 PLACEMENT

- A. Place reinforcement accurately; lap, splice, space rigidly, and securely hold in place and tie with specified wire at splices and crossing points. Point wire tie ends away from form. Carefully locate dowel steel to align with wall steel or column steel and place dowels as indicated for future expansion.
- B. Detail and place reinforcing steel according to the recommendations of the Manual of Standard Practice of the Concrete Reinforcing Steel Institute, unless otherwise shown. Weld as detailed and as recommended by AWS Certified Welders.

3.06 CONCRETE

Concrete blocks may be used to support bottom layer of steel in floor slabs on grade. Do not adjust reinforcing steel during pour operation.

3.07 BARS

Provide bars in full lengths, with laps and splices as shown. Offset laps in adjacent bars. Place steel with clearances and cover as shown. Lap bars as indicated on Drawings. Tie all laps and all intersections with specified wire. Accurately space all hooping and stirrups, and securely wire tie to reinforcing. Maintain clear space between parallel.

3.08 REINFORCING FABRIC

Use long lengths of reinforcing fabric where indicated or approved for use, lapping 24 inches at end splices and one mesh at side splices. Offset laps in adjacent widths: place fabric in approximate middle of slab thickness unless indicated otherwise by dimension. Lift into proper position while concrete is being placed. Wire tie lap joints at 12 inch centers.

3.09 DRAWING NOTES

Refer to notes on Drawings for additional reinforcement requirements.

END OF SECTION 03200

CONCRETE WORK

Section 03300

PART 1 GENERAL

1.01 APPLICABLE REQUIREMENTS

Requirements of Division 1 apply to work of this Section.

1.02 SCOPE OF WORK

Furnish labor, materials, equipment, and transportation required for proper installation and completion of concrete work as shown on Drawings and as specified herein.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Finish Grading: Section 02850
- B. Concrete Formwork: Section 03100
- C. Reinforcing Steel: Section 03200

1.04 PROTECTION

Protect finished concrete against injury by rain, cold, vibration, animal tracks, markings by visitors, vandalism, etc.

1.05 CLEANUP

Upon completion of work, remove debris, excess material, tools and equipment resulting from or used in operation.

1.06 TESTS AND INSPECTIONS

- A. Use the services of a recognized testing laboratory to perform the following tests:
 - 1. Cement: In lieu of tests, if desired, provide mill analysis and test reports by supplier certifying that cement conforms to Specifications.
 - 2. Concrete Cylinders: Make and cure in accordance with ASTM C 31.
 - a. Record time cylinders were made and record locations of concrete from which samples were taken.
 - b. Take three identical cylinders from each pour of 25 cubic yards or part thereof, being placed each day. Test one cylinder at age seven days, and one at age 28 days.

- B. Be prepared for Inspector to check concrete consistency (slump) during each pour in accordance with ASTM C 143.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Portland Cement: ASTM C 150, Type II. Use one brand of cement throughout for all exposed concrete to maintain uniform color.
- B. Concrete Aggregate: Regard fine and coarse aggregates as separate ingredients. Make sure each size of coarse aggregate, as well as combination of sizes when two or more are used, conforms to grading requirements of appropriate ASTM Standards.
 - 1. Concrete Aggregates for Standard Weight Concrete: ASTM C 33.
- C. Water: Use water that is clean and free from injurious amounts of oil, acids, alkali, organic matter or other deleterious substances and is suitable for domestic consumption.
- D. Admixtures:
 - 1. Water Reducing:
 - a. ASTM C 494 Type A - for use in cool weather.
 - b. ASTM C 494 TYPE D - for use in hot weather.

2.02 CONCRETE

- A. Concrete Mixes

- 1. Type B Concrete:

Strength: 3,000 lbs. per square inch at 28 days.

Maximum Aggregate Size: 1 inch

Maximum Cement Content: 6-1/2 Sack Mix

Maximum Water to Cement Ration: 6-gal per 94 lb sack of cement

Admixture: Water Reducing.

- B. Consistency of Concrete: Measure concrete slump in accordance with ASTM C 143, to fall within four inches plus or minus one inch for curbs, slabs on grade, and thin sections.
- C. Uses of Concrete:
 - 1. Type B Concrete: For general concrete construction throughout Project.
- D. Mixing
 - 1. Equipment: Machine mix concrete. Provide adequate equipment and facilities for accurate measurement and control of materials.
 - 2. Method of Mixing:
 - a. Transit Mixing: Comply with ASTM C 94. Use ready-mixed concrete throughout, except as specified below.
 - 3. Mixing Time: After mix water has been added, mix concrete not less than 1-1/2 minutes nor more than 1-1/2 hours. Reject concrete if not deposited within time specified.
 - 4. Admixtures:
 - a. Charge air entraining and chemical admixtures into mixer as a solution and dispense by an automatic dispenser or similar metering device. Weigh or measure by volume powdered admixtures as recommended by manufacturer. Measure admixture accurately within plus or minus three percent.
 - b. If two or more admixtures are used in same concrete, add separately during batching sequence, and provide that admixtures used in that combination retain full efficiency and have no deleterious effect on concrete or on properties of each other.
 - 5. Re-tempering:
 - a. Mix concrete only in quantities for immediate use. Discard, do not re-temper, concrete which has set.
 - b. Do not add water indiscriminately to increase slump.

- c. When concrete arrives at project with slump below that suitable for placing, add water only if neither maximum permissible water-cement ratio nor maximum slump is exceeded. Incorporate water by additional mixing equal to at least half of total mixing time required. Accompany addition of water (above that permitted by limitation of water-cement ratio) with a quantity of cement sufficient to maintain proper water-cement ratio. Use such additions only if approved by Inspector. In any event, with or without addition of cement, do not add more than two gallons of water per cubic yard of concrete over that specified in design mix.
6. Hot Weather Batching: If necessary, cool ingredients so concrete deposited in hot weather shall have a placing temperature below 90 degrees F.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Do not place concrete until formwork and reinforcement has been approved by Inspector. Clean forms of all debris and remove standing water. Thoroughly clean reinforcement and all handling equipment for mixing and transporting concrete. Do not place concrete against reinforcing steel that is hot to the touch. Notify inspector 48 hours in advance of concrete pour.
- B. Pour concrete over base specified under Section 02500. Accurately place base to specified grade.
- C. Conveying: Handle concrete from mixer to place of final deposit by methods which will prevent separation or loss of ingredients and deposit in forms as nearly as practicable at final position, in a manner which will insure that required quality of concrete is obtained.
- D. Depositing: Deposit concrete into forms in horizontal layers around foundation, proceeding along forms at a uniform rate and pouring into edge of previous pour. Do not pour concrete into an accumulation of water. Do not allow concrete to flow along forms to final place of deposit. Do not allow fresh concrete to fall from a height greater than six feet without use of adjustable length pipes or, in narrow walls, of adjustable flexible hose sleeves.
 1. Consolidation: Thoroughly compact and work concrete to all points with solid continuous contact to forms and reinforcement. Use approved power vibrators immediately following pour. Allow spading by hand, hammering of forms or other combination of methods only on portions permitted by Contracting Officer. Do not place vibrators against reinforcing steel or use for extensive shifting of deposited fresh concrete. Provide and maintain standby vibrators, ready for immediate use.

E. Construction Jointing-Slabs on Grade:

1. Locate joints where indicated on Drawings or as directed by Inspector.
2. Pour contraction jointing in exterior paving slabs as described above, but tool joint edges to provide a uniform joint at least 3/8 inch in depth.

3.02 CURING AND PROTECTION

A. Curing: Maintain moist condition of exposed surfaces of all concrete used in project for at least five days after placing. Follow final curing processes to accomplish this. Maintain temperature of concrete at not less than 50-degree F nor more than 110-degree F for a period of 72 hours after deposit.

1. Initial Curing Process - Flat Work:

a. Mist Spraying: As soon as troweling of concrete surfaces is completed, spray exposed concrete continuously with a special atomizer spray nozzle capable of producing a fine mist. Adjust spray to prevent dripping of water from nozzle. Spray to maintain moist concrete surface but do not allow water to accumulate on surface. Maintain spray for a minimum of 12 hours or until such time as hereinafter described curing process is applied. Mist spraying will not normally be required when ambient air temperature is below 65-degree F.

2. Final Curing Process - Flatwork: Except as noted, use any of following:

- a. Water Curing: Keep concrete wet by mechanical sprinklers or by any other approved method.
- b. Saturated Burlap Curing: Cover finished surfaces with minimum of two layers of heavy burlap and keep saturated during curing period.
- c. Curing Compounds: Use membrane curing compounds of chlorinated rubber or resin type conforming to ASTM C 309 only if specially approved by Contracting Officer. Do not use membrane curing compound on surfaces to be painted or to receive ceramic tile, membrane water-proofing or hardeners and sealers. Thoroughly and continuously agitate curing compounds by mechanical means during use, and spray or brush uniformly in accordance with manufacturer's recommendations. Apply immediately following final finishing operation.

- d. Use either waterproof paper conforming to ASTM C 171, or opaque polyethylene film. Cover concrete immediately following final finishing operation. Anchor paper or film securely and seal or apply all edges in such a manner as to prevent moisture escaping from concrete.
3. Curing Process - Formed Surfaces: Keep forms heated by sun moist during curing period. If forms are to be removed during curing period, immediately commence curing as described for flatwork.

3.03 DEFECTIVE CONCRETE

A. Defective concrete:

1. Concrete not meeting specified 28-day compressive strength.
2. Concrete exhibiting rock pockets, voids, spalls, exposed reinforcing to extent that strength, durability, or appearance is adversely affected.

3.04 PATCHING

A. Formed Surfaces:

1. Upon removal of contact forms and after concrete surfaces have been inspected, remove form ties and expertly patch and point where necessary.
2. Remove honeycombed areas down to sound concrete, coat with bonding grout or approved compound, and patch using a low shrinkage high bond mortar. Cure patched area by keeping damp for at least five days.
3. Clean, dampen and fill tie holes solid with patching mortar or cement plugs of an approved variety.

3.05 FINISHES

A. Flatwork:

1. Unless otherwise indicated or specified, use an integral monolithic finish for flatwork. Finish exterior flatwork as indicated.

2. Integral Monolithic Finish: Apply as soon as freshly poured concrete slabs will bear weight of workmen. Pour slabs at full thickness to finish elevations shown. At proper time, repeatedly tamp surface with a wire mesh or grid tamper in a manner to force aggregate down below surface and to bring sufficient mortar to surface to provide for a smooth coating of cement mortar over entire surface. Allow surface mortar to partially set, then float with wooden floats and finish with one of the following, as required:
 - a. Broom Finish: Steel trowel surface to a smooth, dense surface, free of lies, tool marks, cat faces and other imperfections. After troweling, and before final set, give surface a broom finish, brushing in direction noted on Drawings, or as directed. Use "medium" texture broom finish as approved by Inspector for typical exterior flatwork except as otherwise indicated or specified.
3. Tolerance:
 - a. Finish surfaces of all interior integral finished flatwork sufficiently to contract a 10-foot-long straightedge with a tolerance of 1/8 inch.
 - b. Finished surfaces of exterior integral finished flatwork shall not vary more than 1/4 inch from a 10-foot-long straightedge, except at grade changes.

END OF SECTION 03300

ORANGEVALE COMMUNITY PARK OAK AND FILBERT PATHWAY REPLACEMENT PROJECT

ORANGEVALE, CALIFORNIA

OWNER:

ORANGEVALE RECREATION AND PARK DISTRICT

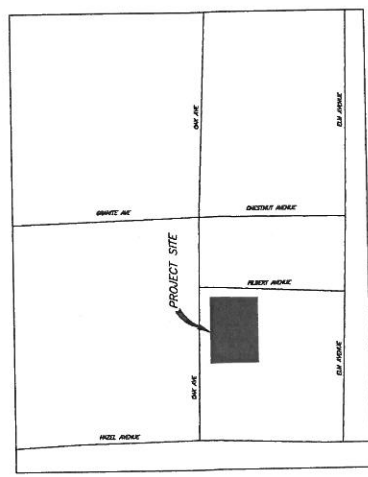
6826 Hazel Avenue
Orangevale, CA 95662
ph: 916-988-4373
Contact: Greg Foell

PROJECT NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING, AND MAINTAINING TEMPORARY SIGNS, BARRIERS, AND TRAFFIC CONTROL DEVICES AND TO PROVIDE FOR THE PROPER FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC THROUGHOUT THE PROJECT PERIOD. ALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE CALIFORNIA HIGHWAY PASTEBOARD DATED 2008.
2. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF AND REPAIR OF DAMAGE TO THESE UTILITIES BEFORE WORK IS TO BEGIN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS OR MARKERS DURING CONSTRUCTION.
4. IF UNUSUAL AMOUNTS OF IRON, STONE OR ARTIFACTS ARE UNCOVERED, WORK WITHIN 50 METERS OF THE AREA SHALL BE STOPPED TO DEVELOP A NECESSARY MITIGATION PLAN TO MINIMIZE ANY ENVIRONMENTAL IMPACT TO A LESS THAN SIGNIFICANT EFFECT BEFORE CONSTRUCTION RESUMES IN THE AREA.
5. PRIOR TO PLACING ANY CONCRETE, THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS AND SHALL PROVIDE A UTILITY LOCATIONS SURVEY TO ALL INVOLVED AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL ENSURE THAT THERE IS ADEQUATE DRAINAGE AT THE COMPLETION OF LANDSCAPING TO PREVENT ANY FLOODING WHEN IN THE FINISHED STATE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN NECESSARY PERMITS TO COMPLETE THE GRADING OPERATIONS. THE CONTRACTOR WILL PROVIDE ADDITIONAL SURVEY DATA TO ALL INVOLVED AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE THE GRADING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN NECESSARY PERMITS TO COMPLETE THE GRADING OPERATIONS.
7. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE AND SEWER FACILITIES AND SHALL MAINTAIN THE SAME THROUGHOUT THE PROJECT PERIOD.
8. THE PROJECT LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE TYPES, EXTENTS, SIZES, LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES ON THE DRAWINGS OR ACTUAL LOCATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION OPERATIONS.
10. ALL DEMOLITION PROCEDURES SHALL PROPERLY ADDRESS ALL ISSUES AND SHALL NOT ALLOW ANY POLLUTANTS TO BE RELEASED FROM EXISTING UTILITIES (OR GENERATOR SITE) BEING REMOVED (OR ELUCT DISCHARGE)

11. THE CONTRACTOR SHALL INSTALL AND MAINTAIN A 5'-0" HIGH TEMPORARY FENCE AND SIGNAGE ALONG THE PROJECT PERIMETER AND AT THE CONNECTION TO THE ORANGEVALE PARK FOR PUBLIC SAFETY. THE FENCE WILL REMAIN IN PLACE UNTIL THE PROJECT IS COMPLETE.
12. THE CONTRACTOR SHALL SECURE THE PROJECT SITE FOR ALL APPLICABLE PERMITS AND FEES. RESPONSIBILITIES SHALL BE THE CONTRACTOR'S.
13. ALL REPRESENTATIVES SHALL REQUEST A PRE-CONSTRUCTION MEETING WITH GORD AND CITY REPRESENTATIVES WITHIN SEVEN DAYS OF RECEIVING NOTICE TO PROCEED. NO WORK WILL BE PERMITTED ON THE SITE UNTIL THE PRE-CONSTRUCTION MEETING HAS BEEN COMPLETED. PRE-CONSTRUCTION MEETING AGENDAS AND SIGNATURE SHEETS WILL BE PROVIDED TO THE CONTRACTOR BY THE CITY.
14. THE CONTRACTOR SHALL PROVIDE RISK DRAMA AND SIGNATURE SHEETS OF ALL SITE ACTIVITIES SHOWN ON DRAWINGS FOR APPROVAL. DO NOT ORDER UNTIL WRITTEN APPROVAL IS RECEIVED.
15. ALL EXISTING LANDSCAPE, UTILITIES, STRUCTURES, AND OTHER SITE IMPROVEMENTS SHALL BE MAINTAINED THROUGHOUT THE PROJECT PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LANDSCAPE, UTILITIES, STRUCTURES, AND OTHER SITE IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LANDSCAPE, UTILITIES, STRUCTURES, AND OTHER SITE IMPROVEMENTS.
16. THE PROTECTION OF PROPERTY AND EXISTING FACILITIES SHALL CONFORM TO THE PROVISIONS IN SECTION 7-1.11, PRESERVATION OF PROPERTY AND EXISTING FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE THE GRADING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN NECESSARY PERMITS TO COMPLETE THE GRADING OPERATIONS.

VICINITY MAP



INDEX OF DRAWINGS

- CVR _____ COVER SHEET
- L1.1 _____ DEMOLITION PLAN
- L2.1 _____ PAVING PLAN
- L3.1 _____ CONSTRUCTION DETAILS

MTW Group
LANDSCAPE ARCHITECTURE
AND PLANNING
10411 Old Placerville Road
Suite 205
Orangevale, CA 95662
916-363-3590



REVISED

NO.	DESCRIPTION	DATE	REVISED

INITIAL BOX

NO.	DWG BY	DATE	REVIEWED

ORANGEVALE COMMUNITY PARK
OAK AND FILBERT PATHWAY
REPLACEMENT PROJECT
7301 FILBERT AVENUE
ORANGEVALE, CA 95662

DATE 2/2/17
JOB NO. 16-83
SHEET TITLE
DEMOLITION PLAN

SHEET NO. CVR
SHEET 1 OF 4



MTW Group
 LANDSCAPE ARCHITECTURE
 AND PLANNING
 10411 Old Placentine Road
 Suite 205 Orangevale, CA 95662
 916 368-8890



Peter D. Lammert
 C 53767

I, the undersigned, being a duly licensed Professional Engineer in the State of California, do hereby certify that I am the author of the design and/or content of this document, and that I am a duly licensed Professional Engineer in the State of California, License No. C 53767.

NO.	DESCRIPTION	DATE	REVISED

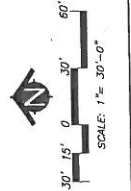
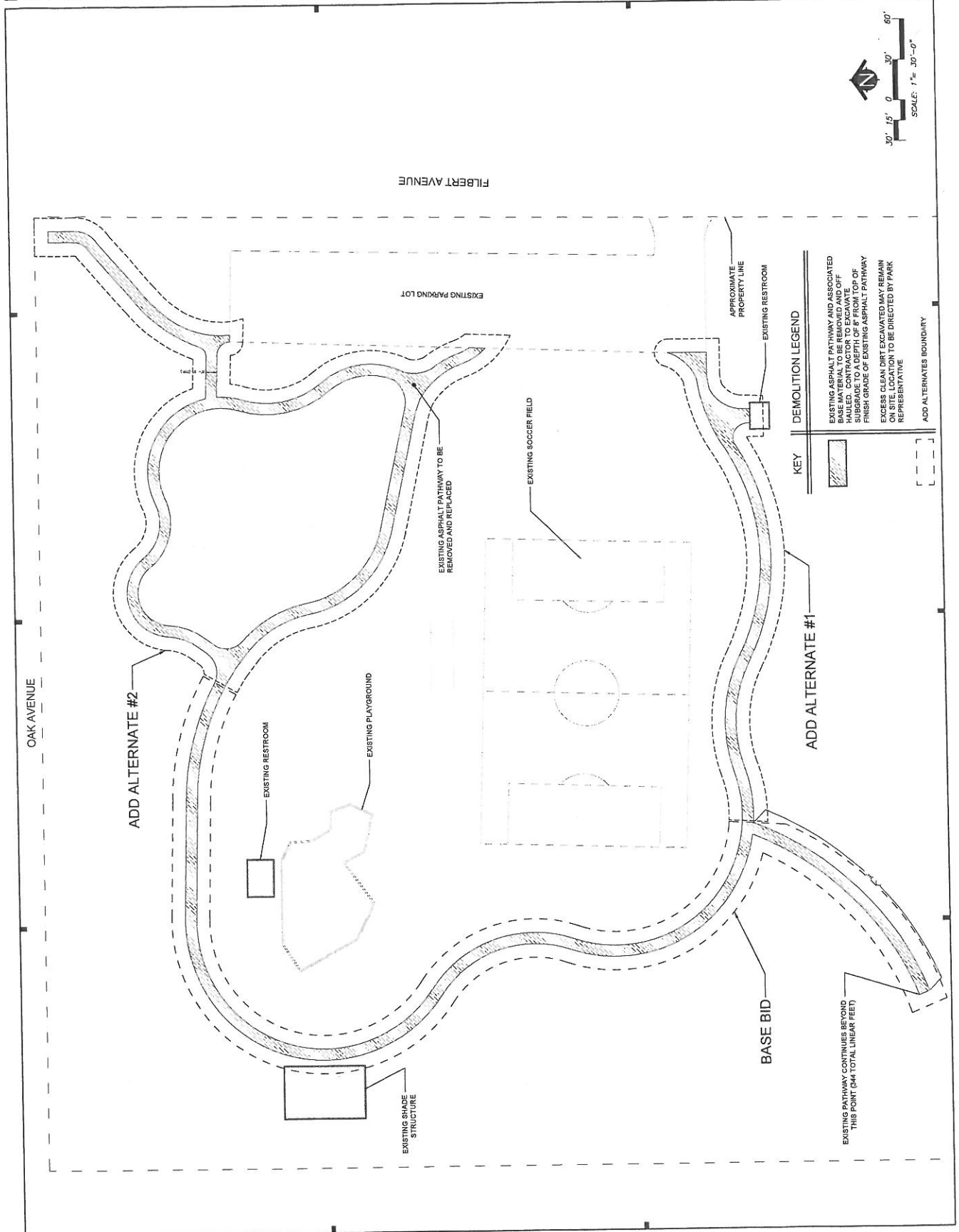
INITIAL BOX	
NO.	DATE

ORANGEVALE COMMUNITY PARK
 OAK AND FILBERT PATHWAY
 REPLACEMENT PROJECT
 7301 FILBERT AVENUE
 ORANGEVALE, CA 95662

DATE: 2/2/17
 JOB NO.: 16-63
 SHEET TITLE:

ADD ALTERNATE
 DEMOLITION
 PLAN

SHEET NO.
L1.1
 SHEET 2 OF 4





MTW group
 LANDSCAPE ARCHITECTURE
 AND PLANNING
 10411 Old Placerville Road
 Suite 205
 Orangevale, CA 95627
 916 369-3590



Peter B. Levine
 C 51247

The Plans were prepared by me or under my direct supervision and I am a duly Licensed Professional Engineer in the State of California. I am hereby certifying that I am a duly Licensed Professional Engineer in the State of California. I am hereby certifying that I am a duly Licensed Professional Engineer in the State of California.

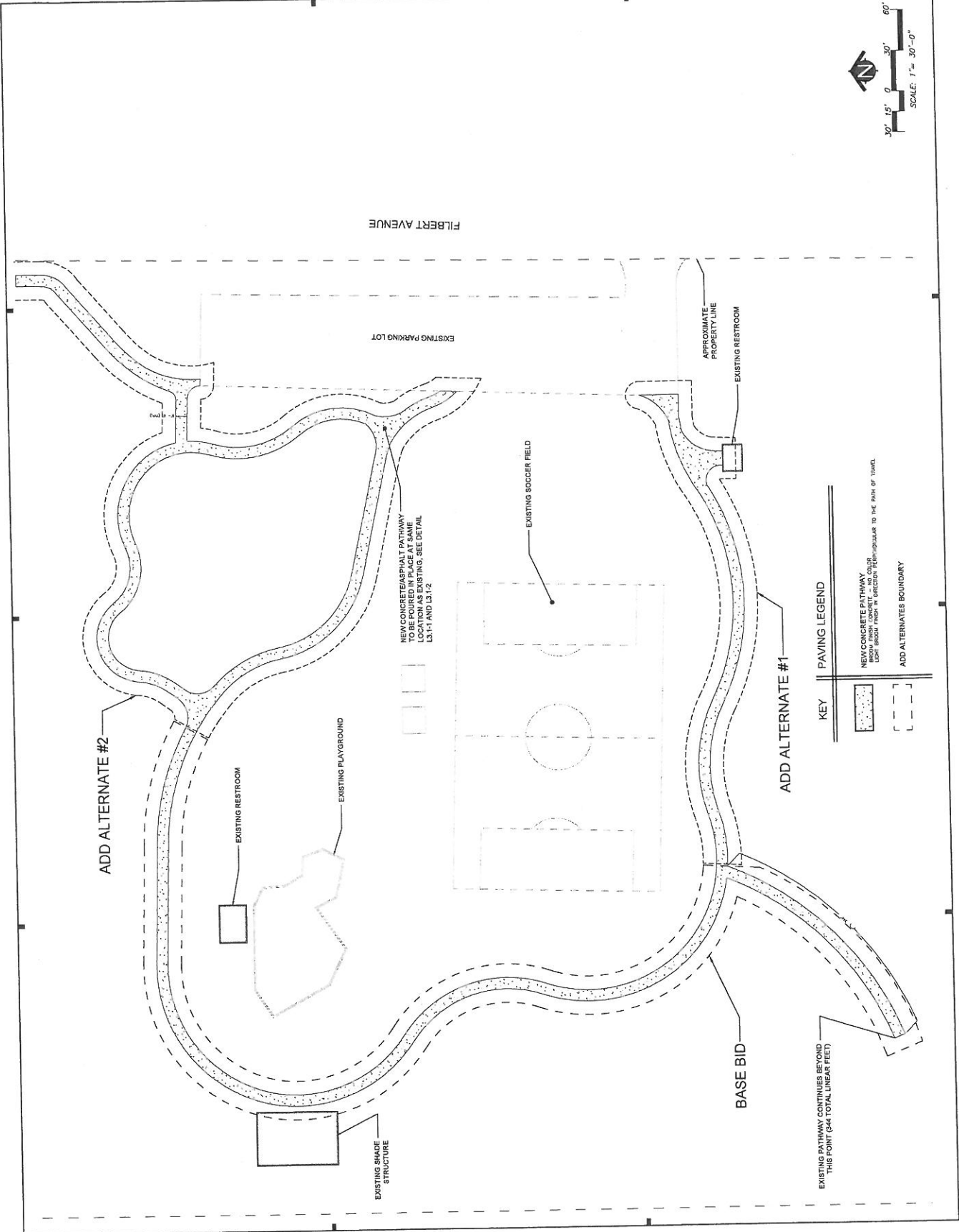
REVISIONS	
NO.	DESCRIPTION

INITIAL BOX	
NO.	DATE

**ORANGEVALE COMMUNITY PARK
 OAK AND FILBERT PATHWAY
 REPLACEMENT PROJECT**
 7301 FILBERT AVENUE,
 ORANGEVALE, CA 95662

DATE: 2/2/17
 JOB NO.: 16-63
 SHEET TITLE: ADD ALTERNATE PAVING PLAN

SHEET NO.: L2.1
 SHEET 3 OF 4





MTW Group
 LANDSCAPE ARCHITECTURE
 AND PLANNING
 10411 Old Placerville Road
 Suite 205
 Sacramento, CA 95827
 916 905-3990



7301 G. L. LAMBERT
 C-1287

This project has been reviewed by the Professional Engineer, and the design complies with the applicable California State Board of Professional Engineers and Land Surveyors (CPELS) rules and regulations. The Engineer's seal is required by the California State Board of Professional Engineers and Land Surveyors (CPELS) for the project to be eligible for bidding.

REVISIONS	
NO.	DESCRIPTION

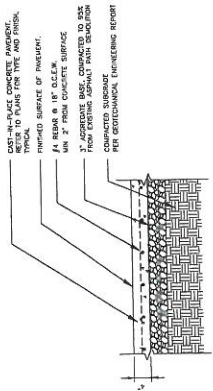
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ORANGEVALE COMMUNITY PARK
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 REPLACEMENT PROJECT
 7301 FILBERT AVENUE
 ORANGEVALE, CA 95662

DATE: 2/2/17
 JOB NO.: 16-63
 SHEET TITLE:

PAVING
 DETAILS

SHEET NO.:
L3.1
 SHEET 4 OF 4



2 CAST-IN-PLACE CONCRETE PAVING

