

**ORANGEVALE RECREATION & PARK DISTRICT  
BOARD OF DIRECTORS MEETING  
THURSDAY, NOVEMBER 12, 2020**

**REGULAR MEETING 6:30 PM**

**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 the Regular Meeting October 8, 2020 (pg 1-8)

**7. CORRESPONDENCE**

a. Confidential envelope – Attorney billing September 2020

b. Sacramento Local Agency Formation Commission Request for Nominations for “Office B” Membership on the Special District Advisory Committee (pg 9-11)

**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**

a. Ratification of Claims for September 2020 (pg 12)

b. Budget Status Report for September 2020 (pg 13-15)

c. Revenue Report for September 2020 (pg 16)

d. Ratification of Claims for October 2020 (pg 17-18)

e. Budget Status Report for October 2020 (pg 19-21)

f. Revenue Report for October 2020 (pg 22)

**8.2 OLLAD CONSENT MATTERS**

a. Ratification of Claims for September 2020 (pg 23-24)

b. Budget Status Report for September 2020 (pg 25-26)

a. Ratification of Claims for October 2020 (pg 27-28)

b. Budget Status Report for October 2020 (pg 29-30)

**8.3 KENNETH GROVE CONSENT MATTERS**

a. Ratification of Claims for September 2020 (pg 31)

b. Budget Status Report for September 2020 (pg 32)

a. Ratification of Claims for October 2020 (pg 33)

b. Budget Status Report for October 2020 (pg 34)

9. **NON-CONSENT MATTERS GENERAL FUND**

- a. Ratification of Claims for September 2020 (pg 35)
- a. Ratification of Claims for October 2020 (pg 36)

10. **STANDING COMMITTEE REPORTS**

- a. Administration & Finance
- b. Maintenance & Operation
- c. Recreation Committee – Recap of the October 7, 2020 meeting (pg 37)
- d. Personnel & Policy – Recap of the November 5, 2020 meeting (pg 38)
- e. Government
- f. Planning Committee
- g. Trails Committee
- h. Ad Hoc

11. **ADMINISTRATOR’S REPORT**

- a. Monthly Activity Report – October 2020 (pg 39-44)
- b. Report on Electric Greenway Trail – Trail Naming (verbal)

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- a. Retroactive Approval of the Agreement with the California Conservation Corps to Provide Tree and Shrub Pruning/Chipping Services at Orangevale Community Park and Sundance Natural Area in the amount of 9,606.72 (pg 45-55)
- b. Approve the Agreement with Sebastian (the Qualified Low Quote) for the Orangevale Community Park Tennis Court Electrical Panel Project in the Amount of \$9,469 (pg 56-77)
- c. Approve the Agreement with Champion Sports Surfaces (the Qualified Low Quote) for the Orangevale Community Park Tennis Court Renovation Project in the Amount of \$25,290 or \$32,590 (Award Determined by Selection of the Two Tennis Courts or the One Tennis and Two Pickleball Alternative) (pg 78-117)
- d. Discussion and Formal Approval of Incorporating the County Policy Regarding Unused Sick Leave at Retirement for Management Employees into the District Policy Manual (pg 118-119)
- e. Retroactive Approval for Encroachment Permit with Sierra National Construction to use District Property at 6826 Hazel Avenue as a Staging Area for Construction Equipment and Material for the Hazel Avenue Improvement Project (pg 120-127)

14. **DIRECTOR’S AND STAFF’S COMMENTS**

15. **ITEMS FOR NEXT AGENDA**

16. **CLOSED SESSION**

- a. Closed Session pursuant to Government Code Section 54957  
Public Employee Performance Evaluation: District Administrator

17. **RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION**

18. **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](mailto:director@ovparks.com)

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

# ORANGEVALE RECREATION & PARK DISTRICT

## Minutes of Meeting of Board of Directors October 8, 2020

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on October 8, 2020 at the District Office. Director Stickney called the meeting to order at 6:34 p.m.

Directors present: Stickney, Swenson, Meraz, Brunberg, Montes,  
Directors absent: None  
Staff present: Greg Foell, District Administrator  
Barry Ross, District Administrator (Effective November 30, 2020)  
Jennifer Von Aesch, Finance/HR Superintendent  
Horacio Oropeza, Park Superintendent  
Jason Bain, Recreation Supervisor  
Melyssa Woodford, Admin. Services Supervisor  
Nadia Roberts, Recreation Coordinator

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.
  
4. **APPROVAL OF AGENDA**  
**MOTION #1** On a motion by Director Montes, seconded by Director Meraz, the agenda was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions.
  
5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.
  
6. **MINUTES**  
**MOTION #2** a) Approval of Minutes of September 10, 2020 (pg 1-6):  
On a motion by Director Montes, seconded by Director Stickney, the minutes of the Regular Meeting September 10, 2020 were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.  
b) Approval of Minutes of the Special Meeting September 24, 2020 (pg 7-8):  
**MOTION #3** On a motion by Director Montes, seconded by Director Brunberg, the minutes of the Special Meeting September 24, 2020 were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.



7. CORRESPONDENCE

**MOTION #4**

- a) Confidential Envelope – Attorney Billing August 2020: On a motion by Director Montes, seconded by Director Brunberg, the attorney billing was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions.
- b) County of Sacramento Voter Registration and Elections letter with “Certificate of Facts” pertaining to the November 3, 2020 Presidential General Election (pg 9-10): Admin Foell advised of receipt of the letter indicating the three incumbents, Michael Stickney, Erica Swenson, and Lisa Montes were unopposed in General Election. Accordingly, they will be sworn in to serve another term as Board Members in December 2020. These results will provide the same Board of Directors next year.

**MOTION #5**

- c) Letter to Mr. Benedict regarding answers to his questions (pg 11): Admin Foell advised of a letter received from Terry Benedict with questions regarding the hiring of the new District Administrator for OVparks. Admin Foell has provided answers to his questions.  
On a motion by Director Stickney, seconded by Director Meraz, the response provided by District Administrator Foell to Mr. Benedict’s questions, with a minor spelling correction, were approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

8. CONSENT CALENDAR

None discussed.

8.1. CONSENT MATTERS GENERAL FUND

8.2. OLLAD CONSENT MATTERS

8.3. KENNETH GROVE CONSENT MATTERS

9. NON-CONSENT MATTERS GENERAL FUND

None discussed.

**10. STANDING  
COMMITTEE  
REPORTS**

- a) Administration and Finance: No report.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: No report.
- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: Trails Committee: No report.
- h) Ad Hoc: No report.

**11. ADMINISTRATOR'S  
REPORT**

a) Monthly Activity Report – September 2020 (pg 12-19): Admin Foell advised program restrictions have been slightly reduced recently and hopes this trend will continue and not regress. Large gatherings are still not permitted at this time. The Board of Directors were provided a tour of the new property to highlight the improvements completed. The Cottage at the new property has recently been completed. Director Brunberg commented on a Nextdoor post regarding needed clearing of dry brush and branches at the Orangevale Community Park near the disc golf nature areas. Fire breaks are completed prior to the fire season each year and it is OVparks policy to leave limbs that drop in the nature area for the habitat. The Board has committed \$28,000 in the budget to the California Conservation Corp for two weeks for clearing and maintaining natural areas. OVparks is on a ten-year program for completion of this maintenance. OVparks has seen an increase in calls from concerned residents due to the recent fires throughout California. Admin Foell and Supt. Oropeza will be conducting a tour of the nature areas to determine the greatest need for the California Conservation Corp. to accomplish this Fall.

Park Supt. Oropeza mentioned appreciation to the Parks and Maintenance staff for assisting with the new property improvements and landscaping. Doug Fuhlrodt was instrumental in completion of necessary interior details to the property as well as irrigation preparation for landscaping. He advised of cleanup completion of recently downed tree branches at several parks. In addition, through coordination with Ellen Vigna and volunteers, the Butterfly Garden at Pecan Park has been improved with additional plants and mulch at the site.

Recreation Supervisor Jason Bain summarized the Recreation Report and Quarterly Reports with comparisons of Fiscal Year 2019/20 to impact of COVID in Quarter 1 of current Fiscal Year. Participation

in programming dropped significantly due to the pandemic and class size limitations.

b) Report on Electric Greenway Trail – Trail Naming (verbal):

Admin Foell advised the Board of Directors and any community members are invited to submit trail name suggestions for the Electric Greenway Trail through the end of October 2020.

c) Park Impact Fee Nexus Study Update (verbal): Admin Foell summarized the Nexus Study which was conducted in 2011 with the assistance of SCI and Blair Aas to determine a park development fee for Orangevale. OVparks went in with several other park districts to submit to the County of Sacramento and BIA (Building Industry Association) and the park fee was approved. Over the course of several years the fee has increased by a certain percentage. Every five years a revision submission for the Nexus Study is required. The OVparks revision with updates to include the Master Plan information and new property purchase will be provided at the Board of Directors Meeting in January for review and approval. The revision packet will be submitted for final approval in February or March 2021 to the Sacramento County Board of Supervisors which is the land use authority.

d) CAPRI Election (verbal): Admin Foell advised that the CAPRI Administrator has scheduled the vote for the position before OVparks next Board Meeting, however, the ballot was not provided in time to include in this Board Meeting packet. Admin Foell will vote on the behalf of the Board of Directors for the agency for Dean Wetter with a long tenured history with CAPRI and local candidate Jill Nunes with Cordova Recreation and Park District. No directors opposed Admin Foell's selection.

e) Per Capita Grant through Prop 68 (verbal): Admin Foell advised of State approved noncompetitive Grant available which provides funding according to population. Based on the population in Orangevale, an amount of \$177,952 is allocated for OVparks. A local match associated with grant provides \$44,488 additional funding for a total project amount of \$222,240. Admin Foell requests the Board of Directors contemplate what projects should be considered for completion with these funds granted to OVparks. The Electric Greenway project could use additional funding for the lighting portion of trail improvement. Another project to consider would join the new property with the Orangevale Community Center parking area to create a more continuous campus. There is also the potential to create a trail incorporating Shackleton Woods to loop and connect the new property and the Orangevale Community Center property. These projects as well as any other proposed projects may be presented at the December Board of Directors Meeting. Director Swenson inquired if funds could be designated to improve the restrooms at Pecan Park. Admin Foell affirmed this is a possibility. However, the District will be reapplying for the competitive Grant

through Proposition 68 and is hopeful that OVparks will be successful in this final round. If awarded, grant funds could be utilized for the Pecan Park restrooms and designated project completions. In the interim, Admin Foell is working with Supt. Horacio to provide interior upgrade improvements needed at the site.

f) Electric Greenway Trail – Woodmore Oaks/7-Eleven to Escalonia Properties section currently owned by the County of Sacramento (verbal): Admin Foell proposed the District determine if interested in maintaining and assuming responsibility of that section of the trail. The cost will be approximately \$4,000-\$6,000 per linear mile to maintain it. The District will need to determine if the Sacramento County is willing to contribute to the maintenance and lighting installation of this section. The purchase of two Escallonia properties associated with the Electric Greenway Trail improvements have closed and two are still in escrow.

g) Hazel Avenue Tennis Courts (verbal): Admin Foell advised of two upcoming projects for upgrading the electrical panel for the lighting the resurfacing of the tennis courts. Two quotes will be received for resurfacing the tennis courts as currently surfaced as well as converting one of the courts to accommodate pickleball courts.

h) Bridge at Pecan Park (verbal): Admin Foell advised the bridge plan has adjusted the location of the bridge which will be a shorter span to cross the creek. The goal is to install a bridge to enable mowers, tractors, and maintenance trucks to cross the creek.

i) Sundance Natural Areas (verbal): Admin Foell advised that the CCC will address most impacted areas in need of maintenance.

**12. UNFINISHED BUSINESS**

None discussed.

**13. NEW BUSINESS**

a) Update/Discussion Regarding the Financial Condition of the District (verbal): Admin Foell reiterated the loss of revenue in comparison to last year at this time, especially for the Recreation department. A more comprehensive report will be provided in February 2021 to the Board of Directors which will provide a broader virus financial impact over time.

b) Approve the Qualified Low Bid for the Orangevale Community Center Park Buildings Painting Project and which Add Alternates to Include in the Project (pg 20-38): Admin Foell advised that nine bids were received for this project. All but one, which did not include the bid bond, were responsive. Quality bids were received. The low bid was received from Cut In Edge Painting, Inc. Two references checked for Cut In Edge Painting were quite positive. Base bid includes painting and seal coating the Orangevale Community Center building. Add Alternate #1

**MOTION #6**

includes painting the base and trim of the three new property buildings. Add Alternate #2 includes painting the Activity Building. Add Alternate #3 includes painting the pool building. Combination of the those came in under the bid estimate.

Therefore, the Staff recommendation is to paint all the buildings for continuity. Upon approval, the timeline to complete would be as soon as possible, weather permitting.

On a motion by Director Swenson, seconded by Director Brunberg, the Qualified Low Bid for the Orangevale Community Center Park Buildings Painting Project and All Three Add Alternates to Include in the Project was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

**MOTION #7**

- c) Approve the Agreement with the Low Bidder, Cut In Edge, Inc. for the Orangevale Community Center Park Buildings Painting Project in the amount of \$49,856 (pg 39-89): On a motion by Director Swenson, seconded by Director Montes, the Agreement with the Low Bidder, Cut In Edge, Inc. for the Orangevale Community Center Park Buildings Painting Project in the amount of \$49,856 was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

**MOTION #8**

- d) Approval of Quote from Turf Star for a Groundmaster 4000-D T4 Compliant Diesel 54 HP Mower in the amount of \$69,543.36 (pg 90-96): Admin Foell summarized the request for approval of a quote for a wide area mower. Joint contract through the State of California provides pre-bid acquisition of low bid through joint power authority. Staff recommends approval of this purchase. Supt. Oropeza advised the State of California pre-bid amount was approximately \$2,000 less than other bids acquired. Director Meraz inquired if diesel is standard and preferred over gas. Supt. Oropeza advised diesel is more efficient. Aside from the cab roof, no attachments would be included in this purchase. Upon approval, the mower would be received within a few months. Purchase of this mower would decrease cutting time which is vital for improved use of staff hours. Director Montes inquired if this is a crucial purchase. Supt. Oropeza emphasized the need to replace aging equipment currently in use. On a motion by Director Swenson, seconded by Director Montes, the Quote from Turf Star for a Groundmaster 4000-D T4 Compliant Diesel 54 HP Mower in the amount of \$69,543.36 was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

**MOTION #9**

- e) Approve Resolution 20-10-657, Resolution Approving the Application for Grant Funds for the Recreation Trails and Greenways Grant Program (pg 97): Admin Foell advised the Board of intent to apply for this Grant in December 2020. Funding acquired from this Grant would be used for renovation of Pecan Park.

On a motion by Director Stickney, seconded by Director Meraz, the Resolution 20-10-657, Resolution Approving the Application for Grant Funds for the Recreation Trails and Greenways Grant Program was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

**MOTION #10**

- f) Discussion and Possible Approval of a Catastrophic Leave Program (pg 98-101): Supt. Von Aesch advised of the Catastrophic Leave Program which OVparks has available but has not been utilized in years. Supt. Von Aesch recently sent this policy to Patti Ayers, attorney with CAPRI, to update for submission into Personnel Manual for use. An OVparks employee has been on extended leave due to injury and will exhaust their leave hours shortly. This policy will allow employees to donate leave hours to this employee.

On a motion by Director Montes, seconded by Director Brunberg, the Catastrophic Leave Program was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

**14. DIRECTOR AND STAFF COMMENTS**

Admin Foell mentioned he has enjoyed opportunities to train and interact with Barry Ross, the new District Administrator, and feels it will be a smooth transition. He extended appreciation to the OVparks staff for all they do and enjoys working with them.

Supervisor Woodford encouraged to check out our website for upcoming programs available. Presidential Election Voting will be held in the Activity Building October 31-November 3, 2020. Link can be found on the Sacramento County voting website for further details.

Finance/HR Supt. Von Aesch advised of preparations for the Finance Dept. Audit will be held on October 26<sup>th</sup>.

Recreation Coordinator Roberts shared Family Fright Night Drive-Through event will be held on Friday, October 16<sup>th</sup>. Invitation to come by or participate as a vendor. Virtual costume contest, home decorating contest, and pumpkin decorating contest are also available sponsored by several community partners.

Supt. Oropeza expressed appreciation to the staff through past and upcoming busy months.

Director Stickney mentioned significant improvement in the appearance of the parks since the beginning of the COVID-19 District closure in March and the impressive transformation of the new property since purchase. Kudos to Greg and all the staff involved in making these transitions.

Director Meraz admired the resilience of the OVparks staff through this difficult time and working with the public.

Director Montes enjoyed the tour of the new property and is very excited for new options. She emphasized the new property was a phenomenal purchase. Extends appreciation to the staff for all their hard work and creativity involved in improving property.

Director Swenson is impressed with and thankful to the staff for working so well together and moving projects forward.

**15. ITEMS FOR NEXT AGENDA**

- a) Park Impact Fee Nexus Study Update (verbal):
- b) Hazel Avenue Tennis Court (verbal):
- c) Report on Electric Greenway Trail – Trail Naming (verbal):
- d) Per Capita Grant through Prop 68 (verbal):

**16. ADJOURNMENT**  
**MOTION #11**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 7:45 p.m. On a motion by Director Brunberg, seconded by Director Montes, the adjournment was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions.

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Mike Stickney, Chairperson



**DATE:** October 26, 2020  
**TO:** All Independent Special District Boards  
**SUBJECT:** Nominations for “Office B” Membership on SDAC - CLARIFICATION

You are cordially invited to nominate a Member of your Board to join the Special District Advisory Committee (SDAC). The purpose of the Committee is to provide Sacramento LAFCo with input on issues related to Special Districts, as well as to receive information on issues before the Commission.

The SDAC membership of seventeen is composed of the two LAFCo Special District Commissioners, and the Alternate Special District Commissioner, and representatives from recreation and park, fire, water, flood control, cemetery and other types of special districts. SDAC members serve 2 year terms without compensation. Currently there are *seven (7) vacant seats for Office "B"* on the Committee. New members will be selected by the SDAC *Sub-committee on Membership* from the pool of nominees provided by the Special Districts.

SDAC meetings are held quarterly on the fifth Tuesday, or as needed. The SDAC meets at 7:00 PM@ SMUD Customer Service Center (CSC) (6301 S Street) Sacramento, in the Rubicon Room.

A nomination form is attached. If you wish to nominate a member of your Board, please complete the form and return it to LAFCo no later than Monday, February 15, 2021.

*Please feel free to contact Special District Commissioners Gay Jones (916.208.0736) or Lindsey Liebig (916.513.1619) if you care to further discuss the SDAC.*

Very truly yours,

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

  
Donald J. Lockhart, AICP  
Executive Officer  
(916) 874-6458  
[Donald.Lockhart@SacLAFCo.org](mailto:Donald.Lockhart@SacLAFCo.org)

**Enclosure: Nomination Form  
Current Roster**

SDAC\_Nom\_2021

*Donald J. Lockhart AICP, Executive Officer; Diane Thorpe, Commission Clerk*  
[www.saclafco.org](http://www.saclafco.org)





**SPECIAL DISTRICT ADVISORY COMMITTEE**  
**Nomination Form**  
**"OFFICE B"**

***Recommendation to the SDAC Selection Committee***

In accordance with the bylaws of the Special District Advisory Committee, the Governing Board of the \_\_\_\_\_ District nominates \_\_\_\_\_ (Board Member) for the following **"Office B"** position on the SDAC:

Two year term **(ends 12/31/22)**

Signature: \_\_\_\_\_  
Board Chairperson

Date: \_\_\_\_\_  
**Please attach resume of Nominee.**

ATTEST:

\_\_\_\_\_  
District Manager or District Secretary

\_\_\_\_\_  
Please print e-mail address

**Please attach resume of Nominee.**

**Please send completed nominations to:**

Diane Thorpe, Commission Clerk  
Sacramento LAFCo  
1112 "I" Street; Suite 100  
Sacramento CA 95814  
Diane.Thorpe@SacLAFCo.org



OFFICE "A" TERMS 1/20 -- 12/21						
Initial	First	Last	District	Phone	Form 700	Email address
	Michael	Hansen	Arcade Creek R&PD	510-386-0345		mhanson2013@outlook.com
	Joseph	Guardino	Wilton FPD			Joe_Guardino@wilton-fire.org
	Terri	Leimbach	Cordova R&PD	916-353-8563		tleimbach@crpd.com
	Rod	Brewer	Cosumnes CSD	916-208-8841		reodbrewer5@gmail.com
	<b>Vacant</b>					
	<b>Vacant</b>					
	<b>Vacant</b>					
<b>VACANT OFFICE "B" TERMS 1/21 - 12/22</b>						
<b>OFFICE "C" COMMISSIONERS</b>						
	Lindsey	(Chair) Liebig	Herald FPD	916-513-1619		<a href="mailto:lindsey@heraldfire.com">lindsey@heraldfire.com</a>
	Gay	Jones	Sacramento Metropolitan Fire District	916-208-0736		<a href="mailto:h2ogay@pacbell.net">h2ogay@pacbell.net</a>
	Charlea	Moore (Alt.)	Rio Linda/Elverta RPD	916-275-3275		charhorseranch@aol.com

GENERAL FUND EXPENDITURES  
FOR THE MONTH ENDING  
SEPTEMBER 30, 2020

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906461109	10124000	CALIFORNIA ASSOCIATION FO	Workers Comp Insurance	9,675.00
1906456248	20202100	US BANK NATIONAL ASSOCIAT	Books Periodicals/ Subscriprions	79.99
1906455008	20203900	SUSAN MYREN	Employee Transportation	68.66
1906452763	20207600	SAM'S CLUB DIRECT CML	Office Supplies	40.14
1906456248	20207600	US BANK NATIONAL ASSOCIAT	Office Supplies	138.79
1906455004	20207600	BURKETTS OFFICE SUPPLY IN	Office Supplies	243.08
				422.01
1906464898	20208100	GREG FOELL OR JASON BAIN	Postal Service	7.85
1906456248	20208102	US BANK NATIONAL ASSOCIAT	Stamps	165.00
1906452776	20219700	SPRINT P C S	Telephone Service	53.26
1906452777	20219700	AT&T	Telephone Service	22.72
1906457726	20219700	AT&T	Telephone Service	20.16
1906459772	20219700	COMCAST	Telephone Service	607.88
				704.02
1906461121	20259100	KENNETH BENEDICT	Other Professional Services	150.00
1906456248	20285100	US BANK NATIONAL ASSOCIAT	Recreational Services	73.80
1906455005	20285100	ALLGOOD DRIVING SCHOOL	Recreational Services	49.30
1906461123	20285100	BRENDAN CHASE	Recreational Services	1,356.00
				1,479.10
1906456248	20285200	US BANK NATIONAL ASSOCIAT	Recreatonal Supplies	231.13
1906464898	20285200	GREG FOELL OR JASON BAIN	Recreational Supplies	172.04
1300758644	20285200	RECREATION SUPPLIES REIMBURSE	Recreation Supplies	-37.78
				365.39
1906456248	20296200	US BANK NATIONAL ASSOCIAT	GS Parking Charges	1.75
1906455007	30322000	C I T TECHNOLOGY FIN SERV	Bond/Loan Redemption	429.93
1906452674	42420200	LOWES BUSINESS ACCOUNT	Structures & Improvements	825.85
1906456248	42420200	US BANK NATIONAL ASSOCIAT	Structures & Improvements	169.59
1906459177	42420200	AMERICAN RIVER ACE HARDWA	Structures & Improvements	268.73
1906461112	42420200	CAPITAL CITY SIGNS INC	Structures & Improvements	2,688.93
1906461068	42420200	RORY MERRILL	Structures & Improvements	14,627.00
1906461064	42420200	RORY MERRILL	Structures & Improvements	9,623.00
				28,203.10
1906461115	50557100	STATE OF CALIFORNIA	Fingerprint Services	32.00
1906464898	50557100	GREG FOELL OR JASON BAIN	Fingerprint Services	57.00
				89.00

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2020/2021**  
**SEPTEMBER 2020**

Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditures	Expenditure to Date	Funds Available	% Left	Expenditures to Date
<b>1000</b>	<b>SALARIES &amp; EMPLOYEE BENEFITS</b>						
10111000	Salaries & Wages, Regular	890,000.00	55703.11	194,471.19	695,528.81	78%	138,768.08
10112100	Salaries & Wages, Extra Help	390,000.00	17,146.42	88,295.74	301,704.26	77%	71,149.32
10112400	Salaries, Board members	12,000.00	1,000.00	2,900.00	9,100.00	76%	1,900.00
10121000	Retirement	240,000.00	17,712.90	60,271.74	179,728.26	75%	42,558.84
10122000	Social Security	100,000.00	5,607.56	21,727.61	78,272.39	78%	16,120.05
10123000	Group Insurance	265,000.00	20,734.04	62,202.12	202,797.88	77%	41,468.08
10124000	Worker's Comp. Ins	45,000.00	9,675.00	20,425.00	24,575.00	55%	10,750.00
10125000	Unemployment Insurance	25,000.00	362.46	2,606.13	22,393.87	90%	2,243.67
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!	-
	<b>SUB-TOTAL</b>	<b>1,967,000.00</b>	<b>127,941.49</b>	<b>452,899.53</b>	<b>1,514,100.47</b>	<b>77%</b>	<b>324,958.04</b>
							-
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>						-
							-
20200500	Advertise/Legal Notices	1,500.00		2,063.52	(563.52)	-38%	2,063.52
20202100	Books/Periodicals/Subscrip	1,000.00	79.99	265.96	734.04	73%	185.97
20202900	Business/Conference Expense	4,000.00		-	4,000.00	100%	-
20203500	Education/Training Serv.	5,000.00		-	5,000.00	100%	-
20203600	Education /Training Supplies	500.00		-	500.00	100%	-
20203700	Tuition Reimbursement	500.00		-	500.00	100%	-
20203800	Employee Recognition	2,000.00		-	2,000.00	100%	-
20203802	Recognition Items	500.00		-	500.00	100%	-
20203803	Recognition Events	500.00		-	500.00	100%	-
20203900	Employee Transportation	3,000.00	68.66	167.79	2,832.21	94%	99.13
20205100	Liability Insurance	86,000.00		42,620.00	43,380.00	50%	42,620.00
20205500	Rental Insurance	4,000.00		-	4,000.00	100%	-
20206100	Membership Dues	10,000.00		2,600.00	7,400.00	74%	2,600.00
20207600	Office Supplies	9,000.00	422.01	1,003.45	7,996.55	89%	581.44
20207602	Signs	500.00		-	500.00	100%	-
20207603	Keys	350.00		-	350.00	100%	-
20208100	Postal Services	7,500.00	7.85	247.85	7,252.15	97%	240.00
20208102	Stamps	3,000.00	165.00	165.00	2,835.00	95%	-
20208500	Printing Services	28,000.00		-	28,000.00	100%	-
20210300	Agricultural/Horticultural Svc	500.00		-	500.00	100%	-
20210400	Agricultural/Horticultural Sup	1,000.00		-	1,000.00	100%	-
20211200	Building Maint. Supplies	500.00		-	500.00	100%	-
20212200	Chemicals	500.00		-	500.00	100%	-
20213100	Electrical Maint. Service	400.00		-	400.00	100%	-
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%	-
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%	-
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%	-
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%	-
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%	-
20216200	Painting Supplies	500.00		-	500.00	100%	-
20216700	Plumbing Maint. Service	400.00		-	400.00	100%	-
20216800	Plumbing Maint. Supplies	500.00		-	500.00	100%	-
20218100	Irrigation Services	500.00		-	500.00	100%	-
20218200	Irrigation Supplies	500.00		-	500.00	100%	-
20218500	Permit Charges	3,000.00		-	3,000.00	100%	-
20219100	Electricity	500.00		-	500.00	100%	-
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%	-
20219300	Refuse Disp Service	500.00		-	500.00	100%	-
20219500	Sewage Disposal Service	500.00		-	500.00	100%	-
20219700	Telephone Service	15,000.00	704.02	2,742.42	12,257.58	82%	2,038.40
20219800	Water	1,000.00		-	1,000.00	100%	-

Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditures	Expenditure to Date	Funds Available	% Left	Expenditures to Date
20219900	Telephone System Maint.	500.00		-	500.00	100%	-
20220500	Automotive Maint. Service	500.00		-	500.00	100%	-
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%	-
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%	-
20222600	Expendable Tools	500.00		-	500.00	100%	-
20223600	Fuel & Lubricants	500.00		-	500.00	100%	-
20226100	Office Equip Maint Service	1,000.00		-	1,000.00	100%	-
20226200	Office Equip Maint Supplies	5,000.00		438.90	4,561.10	91%	438.90
20227500	Rents/Leases Equipment	500.00		-	500.00	100%	-
20228100	Shop Equip Maint Service	500.00		-	500.00	100%	-
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%	-
20229100	Other Equip Maint Service	500.00		-	500.00	100%	-
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%	-
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%	-
20232100	Custodial Services	1,000.00		-	1,000.00	100%	-
20232200	Custodial Supplies	1,000.00		-	1,000.00	100%	-
20244300	Medical Services	200.00		-	200.00	100%	-
20250500	Accounting Services	8,000.00		-	8,000.00	100%	-
20250700	Assessment/Collection Service	18,000.00		-	18,000.00	100%	-
20252500	Engineering Services	6,000.00		-	6,000.00	100%	-
20253100	Legal Services	20,000.00		(18,975.00)	38,975.00	195%	(18,975.00)
20256200	Transcribing Services	1,000.00		-	1,000.00	100%	-
20257100	Security Services	5,000.00		-	5,000.00	100%	-
20259100	Other Professional Services	22,000.00	150.00	1,812.50	20,187.50	92%	1,662.50
20259101	Computer Consultants	8,000.00		-	8,000.00	100%	-
20281201	PC Hardware	10,000.00		-	10,000.00	100%	-
20281202	PC Software	6,000.00		-	6,000.00	100%	-
20281203	PC Supplies	1,000.00		-	1,000.00	100%	-
20281900	Elections	0.00		-	0.00	#DIV/0!	-
20285100	Recreational Services	170,000.00	1,929.10	5,639.40	164,360.60	97%	3,710.30
20285200	Recreational Supplies	35,000.00	365.39	2,323.20	32,676.80	93%	1,957.81
20289800	Other Operating Exp - Supplies	2,000.00		109.48	1,890.52	95%	109.48
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%	-
20291100	System Development Services	3,000.00		-	3,000.00	100%	-
20296200	GS Parking Charges	200.00	1.75	5.25	194.75	97%	3.50
	<b>SUB-TOTAL</b>	<b>528,550.00</b>	<b>3,893.77</b>	<b>43,229.72</b>	<b>485,320.28</b>	<b>92%</b>	<b>39,335.95</b>
							-
<b>3000</b>	<b>OTHER CHARGES</b>						-
							-
30321000	Interest Expense	40,000.00		15,860.00	24,140.00	60%	15,860.00
30322000	Bond/Loan Redemption	115,000.00	429.93	19,289.79	95,710.21	83%	18,859.86
30345000	Taxes/Licenses/Assess Trans	2,500.00		-	2,500.00	100%	-
	<b>SUB-TOTAL</b>	<b>157,500.00</b>	<b>429.93</b>	<b>35,149.79</b>	<b>122,350.21</b>	<b>78%</b>	<b>34,719.86</b>

Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditures	Expenditure to Date	Funds Available	% Left	Expenditures to Date
							-
<b>4000</b>	<b>FIXED ASSETS</b>						-
							-
41410100	Land	0.00		-	0.00		-
42420200	Struc. & Improvements	70,000.00	28,203.10	41,861.85	28,138.15	40%	13,658.75
43430300	Vehicles/Equipment	30,000.00		-	30,000.00	-	-
	<b>SUB-TOTAL</b>	<b>100,000.00</b>	<b>28,203.10</b>	<b>41,861.85</b>	<b>58,138.15</b>	<b>58%</b>	<b>13,658.75</b>
							-
<b>5000</b>	<b>INTERFUND CHARGES</b>						-
							-
50557100	Fingerprinting Service	4,000.00	89.00	185.00	3,815.00	95%	96.00
	<b>SUB-TOTAL</b>	<b>4,000.00</b>	<b>89.00</b>	<b>185.00</b>	<b>3,815.00</b>	<b>95%</b>	<b>96.00</b>
							-
79790100	Contingency Appropriations	0.00		-	0.00	0%	-
	Deposit into Reserves	0.00		-	0.00	0%	-
	<b>GRAND TOTAL</b>	<b>2,757,050.00</b>	<b>160,557.29</b>	<b>573,325.89</b>	<b>2,183,724.11</b>	<b>79%</b>	<b>412,768.60</b>

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND  
REVENUE STATEMENT  
FISCAL YEAR 2020/2021  
SEPTEMBER 2020**

Account Number	Revenue Account	2020/2021 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,400,000		0.03	1,399,999.97	0.00%
91910200	Prop. Taxes - Current Unsecured	45,000	-0.15	-0.15	45,000.15	0.00%
91910300	Supplemental Taxes Current	20,000		0.00	20,000.00	0.00%
91910400	Prop. Taxes Sec. Delinquent	10,000		0.00	10,000.00	0.00%
91910500	Prop. Taxes Supp. Delinq.	500		0.00	500.00	0.00%
91910600	Unitary Current Secured	12,000		0.00	12,000.00	0.00%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	-		0.00	0.00	
91913000	Prop. Tax Prior - Unsecured	1,000		0.00	1,000.00	0.00%
91914000	Penalty Costs - Prop. Tax	200		0.00	200.00	0.00%
91919900	Taxes - Other	-		0.00	0.00	
	<b>SUB-TOTAL TAXES 9100</b>	<b>1,488,700</b>	<b>-0.15</b>	<b>-0.12</b>	<b>1,488,700.12</b>	<b>0.00%</b>
94941000	Interest Income	14,000		0.00	14,000.00	0.00%
94942900	Building Rental Other	60,000	-16.00	14,906.51	45,093.49	24.84%
94943900	Cell Tower Leases	29,600	3,861.60	21,584.80	8,015.20	72.92%
94944800	Rec. Concessions Final 9	15,000	550.00	1,650.00	13,350.00	11.00%
94945900	Other Vending Devices	-		0.00	0.00	#DIV/0!
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000		0.00	15,000.00	0.00%
95952900	In-Lieu Taxes	100,000		0.00	100,000.00	0.00%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		883.02	116.98	88.30%
96964600	Recreation Service Charges	400,000	24,798.31	84,650.84	315,349.16	21.16%
96969700	Security Services	2,000		0.00	2,000.00	0.00%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-		0.00	0.00	
97973200	Recreation Contributionss	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500		0.00	2,500.00	0.00%
97979000	Revenue - Other	500	90.46	95.71	404.29	19.14%
	<b>SUB-TOTAL OTHER MISC. INCOME</b>	<b>639,600</b>	<b>29,284.37</b>	<b>123,770.88</b>	<b>515,829.12</b>	<b>19.35%</b>
	<b>TOTAL BUDGET AMOUNT</b>	<b>2,128,300</b>	<b>29,284.22</b>	<b>123,770.76</b>	<b>2,004,529.24</b>	<b>5.82%</b>

GENERAL FUND EXPENDITURES  
FOR THE MONTH ENDING  
OCTOBER 31, 2020

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906479101	10124000	CALIFORNIA ASSOCIATION FO	Worker's Comp Insurance	2,717.00
1906464905	20202100	N3X MSP INC	Books/Periodicals/Subscriptions	1,680.00
1906467452	20202100	N3X MSP INC	Books/Periodicals/Subscriptions	405.00
1906470923	20202100	US BANK NATIONAL ASSOCIAT	Books/Periodicals/Subscriptions	132.98
1906472897	20202100	N3X MSP INC	Books/Periodicals/Subscriptions	172.50
				<b>2,390.48</b>
1906470923	20203800	US BANK NATIONAL ASSOCIAT	Employee Recognition	276.03
1906467456	20203900	LAUREL HARLING	Employee Transportation	10.06
1906470670	20203900	SUSAN MYREN	Employee Transportation	88.90
1906470669	20203900	JENNIFER VON AESCH	Employee Transportation	25.88
				<b>124.84</b>
1906470923	20207600	US BANK NATIONAL ASSOCIAT	Office Supplies	77.98
1906472919	20207600	BURKETTS OFFICE SUPPLY IN	Office Supplies	323.39
				<b>401.37</b>
1906467376	20219700	AT&T	Telephone Service	22.50
1906467379	20219700	COMCAST	Telephone Service	342.52
1906467377	20219700	SPRINT P C S	Telephone Service	20.05
1906473040	20219700	COMCAST	Telephone Service	608.56
1906477533	20219700	AT&T	Telephone Service	20.19
1906477575	20219700	COMCAST	Telephone Service	352.62
				<b>1,366.44</b>
1906467448	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supply	122.12
1906479103	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supply	161.86
				<b>283.98</b>
5002046672	20244300	OCCU-MED	New Employee Screening	212.82
5107772421	20244300	MEDTOX LABORATORIES	New Employee Screening	18.49
				<b>231.31</b>
1906472938	20250700	SACRAMENTO LOCAL AGENCY F	Assessment/Collection Service	373.00
1906464903	20253100	DAVID MCMURCHIE	Legal Services	556.50
1906464905	20259101	N3X MSP INC	IT Services	1,500.00
1906467452	20259101	N3X MSP INC	IT Services	3,902.00
1906472897	20259101	N3X MSP INC	IT Services	502.00
				<b>5,904.00</b>
1906467452	20281202	N3X MSP INC	Software	432.00
1906467452	20281203	N3X MSP INC	PC Supplies	1,650.00
1906464906	20285100	JOHN WALTON	Recreational Services	1,900.00
1906470923	20285100	US BANK NATIONAL ASSOCIAT	Recreational Services	82.60
1906472903	20285100	BRENDAN CHASE	Recreational Services	2,202.00
1906472909	20285100	CLINT LEMAY	Recreational Services	208.00
1906472913	20285100	KORI SCOTT	Recreational Services	180.00
1906472915	20285100	ADRIAAN JANSEN VAN VUUREN	Recreational Services	708.50
1906472906	20285100	STEVEN MIRANDA	Recreational Services	594.75
1906479102	20285100	NICOLE REED	Recreational Services	2,576.00
				<b>8,451.85</b>
1906470648	20285200	SAM'S CLUB DIRECT CML	Recreational Supplies	216.53
1906470923	20285200	US BANK NATIONAL ASSOCIAT	Recreational Supplies	518.88





**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2020/2021**  
**OCTOBER 2020**

Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditures	Expenditures to Date	Funds Available	% Left
<b>1000</b>	<b>SALARIES &amp; EMPLOYEE BENEFITS</b>					
10111000	Salaries & Wages, Regular	890,000.00	55,673.48	250,144.67	639,855.33	72%
10112100	Salaries & Wages, Extra Help	390,000.00	16,865.74	105,161.48	284,838.52	73%
10112400	Salaries, Board members	12,000.00	1,000.00	3,900.00	8,100.00	68%
10121000	Retirement	240,000.00	17,752.72	78,024.46	161,975.54	67%
10122000	Social Security	100,000.00	5,583.74	27,311.35	72,688.65	73%
10123000	Group Insurance	265,000.00	20,734.04	82,936.16	182,063.84	69%
10124000	Worker's Comp. Ins	45,000.00	2,717.00	23,142.00	21,858.00	49%
10125000	Unemployment Insurance	25,000.00	285.23	2,891.36	22,108.64	88%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<b><i>SUB-TOTAL</i></b>	<b>1,967,000.00</b>	<b>120,611.95</b>	<b>573,511.48</b>	<b>1,393,488.52</b>	<b>71%</b>
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20200500	Advertise/Legal Notices	1,500.00		2,063.52	(563.52)	-38%
20202100	Books/Periodicals/Subscrip	1,000.00	2,390.48	2,656.44	(1,656.44)	-166%
20202900	Business/Conference Expense	4,000.00		-	4,000.00	100%
20203500	Education/Training Serv.	5,000.00		-	5,000.00	100%
20203600	Education /Training Supplies	500.00		-	500.00	100%
20203700	Tuition Reimbursement	500.00		-	500.00	100%
20203800	Employee Recognition	2,000.00	276.03	276.03	1,723.97	86%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	124.84	292.63	2,707.37	90%
20205100	Liability Insurance	86,000.00		42,620.00	43,380.00	50%
20205500	Rental Insurance	4,000.00		-	4,000.00	100%
20206100	Membership Dues	10,000.00		2,600.00	7,400.00	74%
20207600	Office Supplies	9,000.00	401.37	1,404.82	7,595.18	84%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	7,500.00		247.85	7,252.15	97%
20208102	Stamps	3,000.00		165.00	2,835.00	95%
20208500	Printing Services	28,000.00		-	28,000.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	500.00		-	500.00	100%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditures	Expenditures to Date	Funds Available	% Left
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	500.00		-	500.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%
20218200	Irrigation Supplies	500.00		-	500.00	100%
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	15,000.00	1,366.44	4,108.86	10,891.14	73%
20219800	Water	1,000.00		-	1,000.00	100%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	1,000.00		-	1,000.00	100%
20226200	Office Equip Maint Supplies	5,000.00	283.98	722.88	4,277.12	86%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		-	2,000.00	100%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		-	1,000.00	100%
20244300	Medical Services	200.00	231.31	231.31	(31.31)	-16%
20250500	Accounting Services	8,000.00		-	8,000.00	100%
20250700	Assessment/Collection Service	18,000.00	373.00	373.00	17,627.00	98%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	20,000.00	556.50	(18,418.50)	38,418.50	192%
20256200	Transcribing Services	1,000.00		-	1,000.00	100%
20257100	Security Services	5,000.00		-	5,000.00	100%
20259100	Other Professional Services	22,000.00		1,812.50	20,187.50	92%
20259101	Computer Consultants	8,000.00	5,904.00	5,904.00	2,096.00	26%
20281201	PC Hardware	10,000.00		-	10,000.00	100%
20281202	PC Software	6,000.00	432.00	432.00	5,568.00	93%
20281203	PC Supplies	1,000.00	1,650.00	1,650.00	(650.00)	-65%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	170,000.00	8,901.85	14,541.25	155,458.75	91%
20285200	Recreational Supplies	35,000.00	776.80	3,100.00	31,900.00	91%
20289800	Other Operating Exp - Supplies	2,000.00		109.48	1,890.52	95%
20289900	Other Operating Exp - Services	2,000.00	400.00	400.00	1,600.00	80%
20291100	System Development Services	3,000.00		-	3,000.00	100%
20296200	GS Parking Charges	200.00	10.50	15.75	184.25	92%
	<b>SUB-TOTAL</b>	<b>528,550.00</b>	<b>24,079.10</b>	<b>67,308.82</b>	<b>461,241.18</b>	<b>87%</b>
<b>3000</b>	<b>OTHER CHARGES</b>					
30321000	Interest Expense	40,000.00	69,738.58	85,598.58	(45,598.58)	-114%

Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditures	Expenditures to Date	Funds Available	% Left
30322000	Bond/Loan Redemption	115,000.00	7,504.92	26,794.71	88,205.29	77%
30345000	Taxes/Licenses/Assess Trans	2,500.00	1,539.21	1,539.21	960.79	38%
	<b>SUB-TOTAL</b>	<b>157,500.00</b>	<b>78,782.71</b>	<b>113,932.50</b>	<b>43,567.50</b>	<b>28%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
41410100	Land	0.00		-		
42420200	Struc. & Improvements	70,000.00	6,028.09	47,889.94	22,110.06	32%
43430300	Vehicles/Equipment	30,000.00		-	30,000.00	100%
	<b>SUB-TOTAL</b>	<b>100,000.00</b>	<b>6,028.09</b>	<b>47,889.94</b>	<b>52,110.06</b>	<b>52%</b>
<b>5000</b>	<b>INTERFUND CHARGES</b>					
50557100	Fingerprinting Service	4,000.00	188.00	373.00	3,627.00	91%
	<b>SUB-TOTAL</b>	<b>4,000.00</b>	<b>188.00</b>	<b>373.00</b>	<b>3,627.00</b>	<b>91%</b>
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	<b>GRAND TOTAL</b>	<b>2,757,050.00</b>	<b>229,689.85</b>	<b>803,015.74</b>	<b>1,954,034.26</b>	<b>71%</b>

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND  
REVENUE STATEMENT  
FISCAL YEAR 2020/2021  
OCTOBER 2020**

Account Number	Revenue Account	2020/2021 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,400,000		0.03	1,399,999.97	0.00%
91910200	Prop. Taxes - Current Unsecured	45,000		-0.15	45,000.15	0.00%
91910300	Supplemental Taxes Current	20,000		0.00	20,000.00	0.00%
91910400	Prop. Taxes Sec. Delinquent	10,000		0.00	10,000.00	0.00%
91910500	Prop. Taxes Supp. Delinq.	500		0.00	500.00	0.00%
91910600	Unitary Current Secured	12,000		0.00	12,000.00	0.00%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	-		0.00	0.00	
91913000	Prop. Tax Prior - Unsecured	1,000		0.00	1,000.00	0.00%
91914000	Penalty Costs - Prop. Tax	200		0.00	200.00	0.00%
91919900	Taxes - Other	-		0.00	0.00	
	<b>SUB-TOTAL TAXES 9100</b>	<b>1,488,700</b>	<b>0.00</b>	<b>-0.12</b>	<b>1,488,700.12</b>	<b>0.00%</b>
94941000	Interest Income	14,000	324.00	324.00	13,676.00	2.31%
94942900	Building Rental Other	60,000	2,155.44	17,061.95	42,938.05	28.44%
94943900	Cell Tower Leases	29,600	3,861.60	25,446.40	4,153.60	85.97%
94944800	Rec.Concessions Final 9	15,000		1,650.00	13,350.00	11.00%
94945900	Other Vending Devices	-		0.00	0.00	#DIV/0!
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000		0.00	15,000.00	0.00%
95952900	In-Lieu Taxes	100,000		0.00	100,000.00	
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		883.02	116.98	88.30%
96964600	Recreation Service Charges	400,000	17,503.63	102,154.47	297,845.53	25.54%
96969700	Security Services	2,000		0.00	2,000.00	0.00%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-	200.00	200.00	-200.00	
97973200	Recreation Contributionss	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500		0.00	2,500.00	0.00%
97979000	Revenue - Other	500		95.71	404.29	19.14%
	<b>SUB-TOTAL OTHER MISC. INCOME</b>	<b>639,600</b>	<b>24,044.67</b>	<b>147,815.55</b>	<b>491,784.45</b>	<b>23.11%</b>
	<b>TOTAL BUDGET AMOUNT</b>	<b>2,128,300</b>	<b>24,044.67</b>	<b>147,815.43</b>	<b>1,980,484.57</b>	<b>6.95%</b>

OLLAD EXPENDITURES  
FOR THE MONTH ENDING  
SEPTEMBER 30, 2020

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906459177	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supply/Material	13.55
1906454999	20212200	SCP DISTRIBUTORS LLC	Chemical Supplies	176.18
1906461051	20212200	AQUA SOURCE INC	Chemical Supplies	4,601.60
1906460947	20212200	SCP DISTRIBUTORS LLC	Chemical Supplies	70.20
				<b>4,847.98</b>
1906459177	20213200	AMERICAN RIVER ACE HARDWA	Electrical Maintenance Supplies	35.85
1906459177	20214200	AMERICAN RIVER ACE HARDWA	Land Improvement Maintenance Supplies	24.53
1906461096	20214200	SITEONE LANDSCAPE SUPPLY	Land Improvement Maintenance Supplies	164.81
				<b>189.34</b>
1906454995	20215100	GOLDEN AIRE INC	Mechanical Systems Maintenance Service	127.50
1906461077	20215200	SCP DISTRIBUTORS LLC	Mechanical Systems Maintenance Supply	201.71
1906461057	20216700	SIDNEY CHUNG	Plumbing Maintenance Service	250.00
1906456248	20216800	US BANK NATIONAL ASSOCIAT	Plumbing Maintenance Supplies	156.81
1906456248	20218200	US BANK NATIONAL ASSOCIAT	Irrigation Supplies	175.00
1906459177	20218200	AMERICAN RIVER ACE HARDWA	Irrigation Supplies	256.13
1906461096	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	1,672.92
				<b>2,104.05</b>
1906454998	20218500	COUNTY OF SACRAMENTO	Permit Charges	181.00
1906461070	20218500	SAC METROPOLITAN AIR QUAL	Permit Charges	856.00
				<b>1,037.00</b>
1906452775	20219100	SMUD	Electricity	7,300.22
1906457727	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	191.12
1906464885	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	851.46
1906456248	20219800	US BANK NATIONAL ASSOCIAT	Water	27.85
1906459768	20219800	ORANGE VALE WATER COMPANY	Water	8,246.00
				<b>8,273.85</b>
1906460953	20220600	GENERAL PARTS DISTRIBUTIO	Auto Maintenance Supply	361.82
1906456890	20223600	FLEETCOR TECHNOLOGIES	Fuel/Lubricants	1,051.54
1906456261	20227500	GREENBACK EQUIPMENT RENTA	Rent/Lease Equipment	40.70
1906454994	20228200	GOLD COUNTRY TRACTOR INC	Shop Equipment Maintenance Supply	1,225.35
1906461093	20231400	UNIFIRST CORPORATION	Clothing/Personal Supplies	244.09
1906452763	20232200	SAM'S CLUB DIRECT CML	COVID19 Custodial Supplies	103.30
1906456248	20232200	US BANK NATIONAL ASSOCIAT	Custodial Supplies	5.32
1906455004	20232200	BURKETTS OFFICE SUPPLY IN	Custodial Supplies	206.92
1906455003	20232200	HOME DEPOT USA INC	COVID19 Custodial Supplies	46.22
1906455000	20232200	STATE INDUSTRIAL PRODUCTS	Custodial Supplies	430.83
1906455000	20232200	STATE INDUSTRIAL PRODUCTS	TAXACCRUAL	0.01
1906459177	20232200	AMERICAN RIVER ACE HARDWA	Custodial Supplies	74.06



**ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2020/2021**  
**SEPTEMBER 2020**

Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditure	Expenditure to Date	Funds Available	% Left
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20203500	Education/Training Service	3,000.00		-	3,000.00	100%
20206100	Membership Dues	1,000.00		-	1,000.00	100%
20207600	Office Supplies	500.00		-	500.00	100%
20207602	Signs	1,000.00		-	1,000.00	100%
20207603	Keys	1,500.00		145.00	1,355.00	90%
20210300	Agricultural/Horticultural Service	12,000.00		487.50	11,512.50	96%
20210400	Agricultural/Horticultural Supply	15,000.00		-	15,000.00	100%
20211200	Building Maint. Supplies	10,000.00	13.55	104.61	9,895.39	99%
20212200	Chemicals	35,000.00	4,847.98	13,967.87	21,032.13	60%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00	35.85	53.15	1,946.85	97%
20214100	Land Improv. Maint. Service	48,000.00		3,450.00	44,550.00	93%
20214200	Land Improv. Maint. Supplies	35,000.00	189.34	1,597.75	33,402.25	95%
20215100	Mechanical System Maint. Ser	10,000.00	127.50	255.00	9,745.00	97%
20215200	Mechanical System Maint. Sup	3,000.00	201.71	597.36	2,402.64	80%
20216200	Painting Supplies	1,500.00		93.85	1,406.15	94%
20216700	Plumbing Maint. Service	1,000.00	250.00	250.00	750.00	75%
20216800	Plumbing Maint. Supplies	4,000.00	156.81	156.81	3,843.19	96%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	18,000.00	2,104.05	4,667.96	13,332.04	74%
20218500	Permit Charges	2,000.00	1,037.00	1,506.00	494.00	25%
20219100	Electricity	82,000.00	7,300.22	14,610.29	67,389.71	82%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	191.12	389.93	29,610.07	99%
20219300	Refuse Collection / Disposal Service	24,000.00		2,214.10	21,785.90	91%
20219500	Sewage Disposal Service	14,000.00	851.46	1,755.23	12,244.77	87%
20219700	Telephone System	3,000.00		-	3,000.00	100%
20219800	Water	53,000.00	8,273.85	23,993.91	29,006.09	55%
20219900	Telephone System Maintenance	3,000.00		1,332.00	1,668.00	56%
20220500	Auto Maintenance Service	6,000.00		427.75	5,572.25	93%
20220600	Auto Maintenance Supplies	6,000.00	361.82	1,399.13	4,600.87	77%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	4,000.00		86.89	3,913.11	98%
20223600	Fuel & Lubricants	18,000.00	1,051.54	2,027.82	15,972.18	89%
20227500	Rent/Lease Equipment	5,000.00	40.70	40.70	4,959.30	99%
20228100	Shop Equip. Maint. Service	2,000.00		-	2,000.00	100%
20228200	Shop Equip. Maint. Supplies	7,000.00	1,225.35	1,243.78	5,756.22	82%
20229100	Other Equip. Maint. Service	2,500.00		-	2,500.00	100%
20229200	Other Equip. Maint. Supplies	4,000.00		-	4,000.00	100%
20231400	Clothing/Personal Supplies	4,000.00	244.09	471.57	3,528.43	88%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	20,000.00	1,526.44	4,760.55	15,239.45	76%
20250500	Accounting Services	3,000.00		-	3,000.00	100%



Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditure	Expenditure to Date	Funds Available	% Left
20252500	Engineering Services	15,000.00		7,796.68	7,203.32	48%
20253100	Legal Services	10,000.00		-	10,000.00	100%
20257100	Security Services	20,000.00	2,080.00	5,910.00	14,090.00	70%
20259100	Other Professional Services	38,000.00	551.50	4,652.41	33,347.59	88%
20289800	Other Operating Expenses Sup.	3,500.00		21.54	3,478.46	99%
	<b>SUB-TOTAL</b>	<b>589,000.00</b>	<b>32,661.88</b>	<b>100,467.14</b>	<b>488,532.86</b>	<b>83%</b>
<b>3000</b>	<b>OTHER CHARGES</b>					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,300.00		85.09	1,214.91	93%
	<b>SUB-TOTAL</b>	<b>1,300.00</b>	<b>-</b>	<b>85.09</b>	<b>1,214.91</b>	<b>93%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
42420200	Struc. & Improvements	140,000.00		-	140,000.00	0%
43430300	Equipment	75,000.00		-	75,000.00	0%
	<b>SUB-TOTAL</b>	<b>215,000.00</b>	<b>-</b>	<b>-</b>	<b>215,000.00</b>	<b>0%</b>
	<b>GRAND TOTAL</b>	<b>805,300.00</b>	<b>32,661.88</b>	<b>100,552.23</b>	<b>704,747.77</b>	<b>88%</b>

OLLAD EXPENDITURES  
FOR THE MONTH ENDING  
OCTOBER 31, 2020

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906470923	20203500	US BANK NATIONAL ASSOCIAT	Education/Training Services	196.16
1906464902	20210300	NORTHERN CALIFORNIA INALL	Agriculture/Horticultural Services	412.50
1906472861	20210300	NORTHERN CALIFORNIA INALL	Agriculture/Horticultural Services	487.50
				900.00
1906470665	20210400	NUTRIEN AG SOLUTIONS INC	Agriculture/Horticultural Supply	431.11
1906469333	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supply/Material	1.82
1906470668	20212200	LESLIES POOLMART INC	Chemical Supplies	127.99
1906479000	20212200	LOWES BUSINESS ACCOUNT	Chemical Supplies	96.82
1906479246	20212200	AQUA SOURCE INC	Chemical Supplies	226.08
				450.89
1906467435	20213100	YOUNG ELECTRIC SIGN CO	Electrical Maintenance Service	262.50
1906469333	20213200	AMERICAN RIVER ACE HARDWA	Electrical Maintenance Supply	81.41
1906464908	20214200	LOWES BUSINESS ACCOUNT	Land Improvement Maintenance Supplies	184.02
1906469333	20214200	AMERICAN RIVER ACE HARDWA	Land Improvement Maintenance Supplies	52.75
1906470923	20214200	US BANK NATIONAL ASSOCIAT	Land Improvement Maintenance Supplies	252.14
				488.91
1906472860	20215100	GOLDEN AIRE INC	Mechanical Systems Maintenance Service	127.50
1906479249	20215100	GOLDEN AIRE INC	Mechanical Systems Maintenance Service	504.00
				631.50
1906464908	20216200	LOWES BUSINESS ACCOUNT	Painting Supplies	205.59
1906469333	20216200	AMERICAN RIVER ACE HARDWA	Painting Supplies	30.12
				235.71
1906470923	20216800	US BANK NATIONAL ASSOCIAT	Plumbing Maintenance Supplies	293.97
1906469333	20218200	AMERICAN RIVER ACE HARDWA	Irrigation Supplies	114.24
1906470652	20218200	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies	1,825.20
				1,939.44
1906467416	20218500	COUNTY OF SACRAMENTO	Permit Charges	490.00
1906467380	20219100	SMUD	Electricity	7,308.15
1906479356	20219100	SMUD	Electricity	6,132.23
				13,440.38
1906470649	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	1,028.26
1906467381	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	841.93
1906473029	20219800	ORANGE VALE WATER COMPANY	Water	6,943.45
1906470923	20219800	US BANK NATIONAL ASSOCIAT	Water	41.82
1906473028	20219800	SAN JUAN WATER DISTRICT	Water	377.06
				7,362.33
1906469333	20220600	AMERICAN RIVER ACE HARDWA	Auto Maintenance Supplies	37.70
1906470663	20220600	GORDON COOK	Auto Maintenance Supplies	189.49
1906470664	20220600	GORDON COOK	Auto Maintenance Supplies	118.42
1906470923	20220600	US BANK NATIONAL ASSOCIAT	Auto Maintenance Supplies	31.50
				377.11



**ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2020/2021**  
**OCTOBER 2020**

Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditures	Expenditures to Date	Funds Available	% Left
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20203500	Education/Training Service	3,000.00	196.16	196.16	2,803.84	93%
20206100	Membership Dues	1,000.00		-	1,000.00	100%
20207600	Office Supplies	500.00		-	500.00	100%
20207602	Signs	1,000.00		-	1,000.00	100%
20207603	Keys	1,500.00		145.00	1,355.00	90%
20210300	Agricultural/Horticultural Service	12,000.00	900.00	1,387.50	10,612.50	88%
20210400	Agricultural/Horticultural Supply	15,000.00	431.11	431.11	14,568.89	97%
20211200	Building Maint. Supplies	10,000.00	1.82	106.43	9,893.57	99%
20212200	Chemicals	35,000.00	450.89	14,418.76	20,581.24	59%
20213100	Electrical Maint. Service	6,000.00	262.50	262.50	5,737.50	96%
20213200	Electrical Maint. Supplies	2,000.00	81.41	134.56	1,865.44	93%
20214100	Land Improv. Maint. Service	48,000.00		3,450.00	44,550.00	93%
20214200	Land Improv. Maint. Supplies	35,000.00	488.91	2,086.66	32,913.34	94%
20215100	Mechanical System Maint. Ser	10,000.00	631.50	886.50	9,113.50	91%
20215200	Mechanical System Maint. Sup	3,000.00		597.36	2,402.64	80%
20216200	Painting Supplies	1,500.00	235.71	329.56	1,170.44	78%
20216700	Plumbing Maint. Service	1,000.00		250.00	750.00	75%
20216800	Plumbing Maint. Supplies	4,000.00	293.97	450.78	3,549.22	89%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	18,000.00	1,939.44	6,607.40	11,392.60	63%
20218500	Permit Charges	2,000.00	490.00	1,996.00	4.00	0%
20219100	Electricity	82,000.00	13,440.38	28,050.67	53,949.33	66%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	1,028.26	1,418.19	28,581.81	95%
20219300	Refuse Collection / Disposal Service	24,000.00		2,214.10	21,785.90	91%
20219500	Sewage Disposal Service	14,000.00	841.93	2,597.16	11,402.84	81%
20219700	Telephone System	3,000.00		-	3,000.00	100%
20219800	Water	53,000.00	7,362.33	31,356.24	21,643.76	41%
20219900	Telephone System Maintenance	3,000.00		1,332.00	1,668.00	56%
20220500	Auto Maintenance Service	6,000.00		427.75	5,572.25	93%
20220600	Auto Maintenance Supplies	6,000.00	377.11	1,776.24	4,223.76	70%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	4,000.00	413.53	500.42	3,499.58	87%
20223600	Fuel & Lubricants	18,000.00	1,100.32	3,128.14	14,871.86	83%
20227500	Rent/Lease Equipment	5,000.00		40.70	4,959.30	99%
20228100	Shop Equip. Maint. Service	2,000.00		-	2,000.00	100%
20228200	Shop Equip. Maint. Supplies	7,000.00	257.87	1,501.65	5,498.35	79%
20229100	Other Equip. Maint. Service	2,500.00		-	2,500.00	100%
20229200	Other Equip. Maint. Supplies	4,000.00		-	4,000.00	100%
20231400	Clothing/Personal Supplies	4,000.00	224.51	696.08	3,303.92	83%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	20,000.00	1,284.83	6,045.38	13,954.62	70%
20250500	Accounting Services	3,000.00		-	3,000.00	100%
20252500	Engineering Services	15,000.00		7,796.68	7,203.32	48%
20253100	Legal Services	10,000.00		-	10,000.00	100%

Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditures	Expenditures to Date	Funds Available	% Left
20257100	Security Services	20,000.00		5,910.00	14,090.00	70%
20259100	Other Professional Services	38,000.00	311.50	4,963.91	33,036.09	87%
20289800	Other Operating Expenses Sup.	3,500.00		21.54	3,478.46	99%
	<b>SUB-TOTAL</b>	<b>589,000.00</b>	<b>33,045.99</b>	<b>133,513.13</b>	<b>455,486.87</b>	<b>77%</b>
<b>3000</b>	<b>OTHER CHARGES</b>					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,300.00	596.48	681.57	618.43	48%
	<b>SUB-TOTAL</b>	<b>1,300.00</b>	<b>596.48</b>	<b>681.57</b>	<b>618.43</b>	<b>48%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
42420200	Struc. & Improvements	140,000.00		-	140,000.00	0%
43430300	Equipment	75,000.00		-	75,000.00	0%
	<b>SUB-TOTAL</b>	<b>215,000.00</b>	<b>-</b>	<b>-</b>	<b>215,000.00</b>	<b>0%</b>
	<b>GRAND TOTAL</b>	<b>805,300.00</b>	<b>33,642.47</b>	<b>134,194.70</b>	<b>671,105.30</b>	<b>83%</b>



**ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2020/2021**  
**SEPTEMBER 2020**

<b>Account Number</b>	<b>Expenditure Account</b>	<b>Budgeted 2020/2021</b>	<b>Current Expenditures</b>	<b>Expenditures to Date</b>	<b>Funds Available</b>
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>				
20200500	Advertise/Legal Notices	500.00		-	500.00
20207600	Office Supplies	100.00		-	100.00
20207602	Signs	48.00		-	48.00
20210300	Ag/HorT Service	500.00		-	500.00
20219800	Water	800.00	39.19	117.57	682.43
20223600	Fuel & Lubricants	600.00	171.18	330.11	269.89
20250500	Accounting Services	500.00		-	500.00
20252500	Engineering Services	1,000.00		2,241.00	(1,241.00)
20253100	Legal Services	100.00		-	100.00
20256200	Transcribing Services	150.00		-	150.00
20259100	Other Professional Svc	500.00		-	500.00
20289900	Other Operating Exp - Svc	300.00		-	300.00
20291500	COMPASS Costs	300.00		-	300.00
20296200	GS Parking Charges	30.00		-	30.00
	<b>SUB-TOTAL</b>	<b>5,428.00</b>	<b>210.37</b>	<b>2,688.68</b>	<b>2,739.32</b>
<b>4000</b>	<b>FIXED ASSETS</b>				
42420200	Struc. & Improvements	0.00		-	0.00
	<b>SUB-TOTAL</b>	<b>0.00</b>	<b>-</b>	<b>-</b>	<b>0.00</b>
	<b>GRAND TOTAL</b>	<b>5,428.00</b>	<b>210.37</b>	<b>2,688.68</b>	<b>2,739.32</b>





**ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2020/2021**  
**OCTOBER 2020**

Account Number	Expenditure Account	Budgeted 2020/2021	Current Expenditures	Expenditures to Date	Funds Available	% Left
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20200500	Advertise/Legal Notices	500.00		-	500.00	100%
20207600	Office Supplies	100.00		-	100.00	100%
20207602	Signs	48.00		-	48.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	156.76	643.24	80%
20223600	Fuel & Lubricants	600.00	179.12	509.23	90.77	15%
20250500	Accounting Services	500.00		-	500.00	100%
20252500	Engineering Services	1,000.00		2,241.00	(1,241.00)	-124%
20253100	Legal Services	100.00		-	100.00	100%
20256200	Transcribing Services	150.00		-	150.00	100%
20259100	Other Professional Services	500.00		-	500.00	100%
20289900	Other Operating Exp - Services	300.00		-	300.00	100%
20291500	COMPASS Costs	300.00		-	300.00	100%
20296200	GS Parking Charges	30.00		-	30.00	100%
	<b>SUB-TOTAL</b>	<b>5,428.00</b>	<b>218.31</b>	<b>2,906.99</b>	<b>2,521.01</b>	<b>46%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
42420200	Struc. & Improvements	0.00		-	0.00	0%
	<b>SUB-TOTAL</b>	<b>0.00</b>	<b>-</b>	<b>-</b>	<b>0.00</b>	<b>0%</b>
	<b>GRAND TOTAL</b>	<b>5,428.00</b>	<b>218.31</b>	<b>2,906.99</b>	<b>2,521.01</b>	<b>46%</b>





**ORANGEVALE RECREATION & PARK DISTRICT  
RECREATION COMMITTEE MEETING RECAP  
WEDNESDAY, OCTOBER 7, 2020  
4:00 PM**

**LOCATION:  
Orangevale Community Center  
6826 Hazel Avenue  
Orangevale, CA 95662**

1. **CALL TO ORDER** *The meeting was called to order at 4:17 p.m.  
Roll call: Erica Swenson, Lisa Montes, Greg Foell, Barry Ross, Jason Bain, Melyssa Woodford,  
Nadia Roberts*
2. **PUBLIC DISCUSSION**  
Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.
3. **UNFINISHED BUSINESS**
4. **NEW BUSINESS**
  - A. Fall Recap (July-September)  
*Supervisor Bain summarized the activities and revenue for the 1st Quarter of the 2020/21 fiscal year with a comparison of revenue, salaries, services, and supplies to the past. He presented graphs, comparisons, strategies & tactics considering the complete shutdown of the District from March 16-June 20, 2020 due to COVID-19. Discussed the implementation of smaller class sizes due to COVID-19 guidelines. Staff discussed ways to market facilities. Lisa Montes suggested photo and video marketing strategies for the new property facility rentals. The committee discussed additional ideas. A virtual event could be held at the new property with video which could be utilized for marketing.*
  - B. Upcoming Programs/Events  
*Staff discussed the Family Fright Night drive through event with sponsors and online contests. Invited the OVparks Board Members to participate in the event. Options and ideas for the annual Community Tree Lighting were discussed. Drive through event is not recommended. The committee discussed potential of acquiring a donation of a lift and/or tree decorating company. Suggestion of ornament donation from the community to put on the tree. The committee discussed the youth sports programs and rentals with the COVID guidelines in place.*
  - C. Program/Event Discussion  
*The Activity Guide curriculum was reviewed. Programs which can follow COVID guidelines will return with additional cleaning protocols. Programs which are unable to abide by the current guidelines will wait until restrictions are reduced or lifted to continue. Several instructors have opted to wait until after COVID to continue their program. Procedures for additional cleaning and regulations were discussed. It was suggested that the District gather updated photos and video of parks to include new game areas and improvements to share with the public. Lisa Montes offered to assist with staging props and ideas. She provided a reference to someone at Casa Roble High School that could help with creation of video for marketing. Erica Swenson shared that she had received a suggestion for providing an adult women's tennis class. The committee discussed the importance of staging facilities for rental marketing.*
5. **DIRECTOR'S AND STAFF'S COMMENTS**
6. **ITEMS FOR NEXT AGENDA**
7. **ADJOURNMENT** *The meeting was adjourned at 5:15 p.m.*

**ORANGEVALE RECREATION & PARK DISTRICT  
POLICY COMMITTEE MEETING RECAP  
THURSDAY, NOVEMBER 5, 2020  
4:30 PM**

**MEETING LOCATION:  
District Office – Meeting Room  
6826 Hazel Avenue  
Orangevale, CA 95662**

1. **CALL TO ORDER** *The meeting was called to order at 4:34 p.m.  
Roll call: Director Brunberg, Director Montes, Administrator Foell, Finance/HR Superintendent  
Von Aesch*
2. **PUBLIC DISCUSSION**  
Any person may address the committee; however, any matter that requires action will be referred to staff and/or committee/Board of Directors for a report and action at a subsequent meeting.
3. **UNFINISHED BUSINESS**
4. **NEW BUSINESS**
  - A. Discussion and recommendation for formal approval of incorporating the County policy regarding Unused Sick Leave at Retirement for Management Employees into the District policy manual  
*Administrator Foell opened the meeting with a brief overview of the policy to be reviewed. Superintendent Von Aesch provided more specific details of the Sacramento County policy and the Sacramento County Employee Retirement System's (SCERS) explanation of the policy in the retirement handbook which describes the options for management's use of their accrued sick leave at retirement. A discussion followed and both Director's expressed their desire to continue following the County's benefits policy and recommend approval to the Board of Directors at the November Board meeting.*
5. **DIRECTOR'S AND STAFF'S COMMENTS**
6. **ITEMS FOR NEXT AGENDA**
7. **ADJOURNMENT** *The meeting was adjourned at 5:00 p.m.*

# STAFF REPORT



DATE: 11-12-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: **MONTHLY ACTIVITY REPORT – OCTOBER 2020**

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## **ADMINISTRATION**

- Administrator Foell participated in a County Administrators Zoom meeting to discuss actions surrounding reopening recreation and park programs and facilities for the public.
- Administrator Foell met with representative from the City of Citrus Heights and the project team for the Electric Greenway Trail to discuss naming the trail and lighting fixtures.
- Administrator Foell participated in a CARPD Administrators Roundtable over Zoom.
- Administrator Foell participated in a Zoom meeting with the County and other District GM/Administrators to discuss the Park Development Impact Fee Nexus Study updates.
- Administrator Foell participated in a CARPD legislative conference call.

**RECREATION**

<b>October</b>	<b>Enrollment</b>	<b>Attendance</b>	<b>Gross Revenue</b>
<b>Classes</b>			
After School Sports Clinic -2nd-5th	5		\$ 685.00
After School Sports Clinic -6th-8th	4		\$ 551.00
Aikido	11		\$ 1,339.00
Basic Horsemanship	9		\$ 1,473.00
Beginning Golf Clinic	9		\$ 735.00
Beginning Tennis	7		\$ 579.00
Berry Creative Crafts	5		\$ 262.00
Full Moon Paddle	3		\$ 183.00
Gymnastics - KinderGym	3		\$ 264.00
Intermediate Tennis	10		\$ 816.00
Internet Drivers Education	5		\$ 155.00
Karate - Preschool	6		\$ 618.00
Karate - Sa Shotokan	18		\$ 1,796.00
Pee Wee Basketball	5		\$ 294.00
Tai-Chi Chuan	6		\$ 258.00
Top Notch Basketball Training	44		\$ 4,288.00
Top Notch Basketball Saturday	12		\$ 276.00
Top Notch Basketball Sat Pee Wee	5		\$ 113.00
Track & Field Clinic	8		\$ 654.00
TwirlSport Tumbling	6		\$ 312.00
<b>Classes Sub Total</b>	<b>172</b>	<b>0</b>	<b>\$ 15,651.00</b>
<b>Day Camps</b>			
OVparks Day Camp 5	8		\$ 2,406.00
OVparks Day Camp 6	8		\$ 1,761.00
<b>Day Camps Sub Total</b>	<b>16</b>	<b>0</b>	<b>\$ 4,167.00</b>
<b>Events</b>			
Family Fright Night			\$ 700.00
Kids Night Out	13		\$ 343.00
<b>Events Sub Total</b>	<b>13</b>		<b>\$ 343.00</b>
<b>GRAND TOTAL</b>	<b>201</b>	<b>0</b>	<b>\$ 20,161.00</b>

**October Gross Revenue Recap** – October OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$20,011, \$1,989 under the projected amount. October recreation revenue came in at \$17,504, \$2,496 under the projected amount and facility revenue in came in at 2,508, \$508 above 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 October.*

**Family Fright Night**

Family Fright Night was a hit this year with more than 300 cars driving through, about 15 community organizations & families delivering goodies from a distance. Unfortunately, many families had to wait in line & some were turned away when we ran out of candy closer to 7:20pm. Overall the community was appreciative of this free and safe event, despite the wait!







**Fulton-El Camino Park District Police Department**  
**Monthly activity report for: Orangevale Recreation and Park District**  
**Reporting Period: 2020-10-01 to 2020-10-31**

**Almond Park**

Parking Citations Issued

1) Date/Time: 2020-10-05 18:57

V1: 4000(a) CVC No current registration

V2: 5200(a) CVC Display of two license plates required

V3: 5204(a) CVC Current registration tabs not properly displayed

2) Date/Time: 2020-10-17 17:02

V1: 4000(a) CVC No current registration

3) Date/Time: 2020-10-18 12:21

V1: 5200(a) CVC Display of two license plates required

**Norma Hamlin Park**

Parking Citations Issued

1) Date/Time: 2020-10-18 13:12

V1: 5200(a) CVC Display of two license plates required

**Off Property**

Notice To Appear Issued

1) Date/Time: 2020-10-16 21:12

Violation 1: 12500(a) CVC Unlicensed Driver, Severity: Mis

Violation 2: 21453(b) CVC Failing to stop Right on Red, Severity: Inf

Violation 3: 24252(a) CVC Lighting Equip (in good working order), Severity: Inf

Violation 4: 16028(a) CVC No Insurance, Severity: Inf

Onsite Arrests Made

1) Date/Time: 2020-10-10 16:46

V1: 12500(a) CVC Driving without DL Severity: Mis

V2: 496(d) PC Stolen Property Severity: Fel

**OV Community Center**

Notice To Appear Issued

1) Date/Time: 2020-10-05 20:05

Violation 1: 9.36.067 SCO Park Hours, Severity: Inf

2) Date/Time: 2020-10-05 20:25

Violation 1: 14601.1(a) CVC Suspended License, Severity: Mis

Violation 2: 16028(a) CVC No Insurance, Severity: Inf

Parking Citations Issued

1) Date/Time: 2020-10-25 00:00

V1: 4000(a) CVC No current registration

V2: 5204(a) CVC Current registration tabs not properly displayed

**OV Community Park**

Parking Citations Issued

1) Date/Time: 2020-10-18 13:32

V1: 4000(a) CVC No current registration

2) Date/Time: 2020-10-25 10:50

V1: 5200(a) CVC Display of two license plates required

**OV Community Park (Disc Golf)**

Parking Citations Issued

1) Date/Time: 2020-10-12 18:39

V1: 5200(a) CVC Display of two license plates required

2) Date/Time: 2020-10-17 17:37

V1: 5200(a) CVC Display of two license plates required

**Pecan Park**

Notice To Appear Issued

1) Date/Time: 2020-10-12 18:20

Violation 1: 9.36.057.5 SCO Alcohol in Park, Severity: Inf

2) Date/Time: 2020-10-17 16:41

Violation 1: 23223(a) CVC Driver In Possession Of Alcohol, Severity: Inf

Parking Citations Issued

1) Date/Time: 2020-10-19 17:44

V1: 4000(a) CVC No current registration

2) Date/Time: 2020-10-25 11:31

V1: 5200(a) CVC Display of two license plates required

**PARKS**

**Park Infrastructure**

**All Parks**

- Staff continues to do monthly playground inspections and takes care of repairs on site if necessary.
- Staff continues to take care of the pool maintenance.
- Staff repaired Sundance bridge tightened and replaced several bolts.
- Staff replaced 20 feet of fence at the Horse Arena.
- Staff spot sprayed and applied broadleaf control at the Community Center and Coleman Sports Fields for weed control.
- Staff replaced 2 bollards at Disk Golf Course.

**Mechanics**

- Staff continue to take care of the mower maintenance and small engine maintenance repairs.
- Staff repaired the light tower generator.
- Staff replaced the water pump and two sensors on the Chevy 2500 (dump truck).
- Staff replaced the temperature sensor on the Kubota trim mower.

**Park Irrigation**

- All irrigation systems are off or one day per week.
- Staff replaced 20 sprinklers at various parks of the District.
- Staff repaired a broken lateral line at the Horse Arena.
- Staff replaced 1 valve at the Horse Arena and repaired 1 valve at Palisades School.

## **Park Grounds**

### **All Parks**

- Staff pruned tree branches around Youth center basketball courts.
- Staff removed 2 broken tree branches from Almond Park.
- Staff worked with volunteers to paint all picnic tables at Palisades and Norma Hamlin.

### **Other Reports**

- Staff worked with the County on creating a drain canal leading from hole 12 basket to near the creek.
- Staff worked with the painting company to get the project underway and assisted in some of the detail work. For example, removing tables, steps, ramps, and display boards.
- Staff added a new on switch for the entrance gate to the new property. Now, we can open the gate from inside Building #1.
- Staff Assisted recreation in the Halloween drive through event.
- Staff installed roofing shingles and trim, and painted, and installed shelves at storage shed to KK.
- Staff replaced all air filters for AC units at Community Center and Youth Center buildings.

# STAFF REPORT



DATE: 11-12-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: RETROACTIVE APPROVAL OF THE AGREEMENT WITH THE CALIFORNIA CONSERVATION CORPS TO PROVIDE TREE AND SHRUB PRUNING/CHIPPING SERVICES AT ORANGEVALE COMMUNITY PARK AND SUNDANCE NATURAL AREA IN THE AMOUNT OF \$9,606.72**

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## **RECOMMENDATION**

Retroactively approve the Agreement with the California Conservation Corp to provide tree and shrub pruning/chipping services at Orangevale Community Park and Sundance Natural Area in the amount of \$9,606,72.

## **BACKGROUND**

The contract services with the California Conservation Corps was included in the 2020/21 Fiscal Budget in the amount of \$28,000. The District is contracting with the Corps for four days of work in the amount \$9,606.72 at the Orangevale Community Park and Sundance Natural Area to remove non-native species, remove deadwood from trees and reduce combustible material. The dates of service are November 9, 10, 12, and 13 as these dates were the only dates that worked for the Corps and District staff. The remaining budget amount will be utilized in the spring of 2021.

## **MOTION TO CONSIDER**

I move we approve the Agreement with the California Conservation Corps in the amount of \$9,606.72.

## **AGREEMENT**

This Agreement is made and entered into this 5<sup>th</sup> day of November 2020, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the “District” and Sacramento Regional Conservation Corps, hereinafter referred to as “Contractor”. Contractor will provide on behalf of the District, a project consisting of tree, shrub and stump removal, tree pruning, and general clean-up of debris (the “Project”). The Project is located at 7301 Filbert Avenue, 13120 Fair Oaks Blvd. and 13120 Fair Oaks Blvd, Orangevale, California for a total of **four** days.

### **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 Act authorizes the District to enter into a negotiated contract and/or issue a purchase order for a project of Forty-Five Thousand Dollars (\$45,000.00) or less; and

WHEREAS, the District has determined that the cost of the Project would be less than Forty Five Thousand Dollars (\$45,000.00); and

WHEREAS, the District has determined that it is in the best interest of the District to enter into this contract with Contractor for the construction of the work herein mentioned; and

WHEREAS, Contractor has agreed to perform the work specified in said plans and specifications for the amount set forth herein;

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: 1) Removal of dead trees, privets, stumps, non-native plants, tree pruning, and chipping at Orangevale Community Park, 7301 Filbert Avenue; and 2) Removal of dead trees, privets, stumps, non-native plants, tree pruning, and chipping at Sundance Natural Area, 13120 Fair Oaks Blvd. These jobs will require several individuals that can operate chain saws, power pruners, chippers (if possible) (the District provides the chipper), and various hand tools.

This contract is for four days of work for a crew of six corpsmembers with a crew supervisor. The daily billing rate of \$2,401.68 includes labor, all common landscape hand and power tools, and insurances. The current days scheduled are November 9, 10, 12, 13.

### **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 14 calendar days after 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 14 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 0.00 Dollars (0.00) 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: Two thousand four hundred one dollars and 68 cents per day or \$9,606.72 for the four day contract. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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.

### **LABOR LAW LIMITATIONS ON WORK HOURS**

6. Contractor agrees to follow all labor laws associated with and required under California legislation regulating the California Conservation Corps.

### **INSURANCE**

7. 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.

## **INDEMNIFICATION**

8. 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**

9. 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**

10. 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**

11. 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**

12. 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**

13. 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**

14. 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**

15. 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**

16. 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**

17. 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

18. 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.

19. 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.

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

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

22. 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.

23. 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

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

25. 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.

26. 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.

27. 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 \_\_\_\_\_  
Greg Foell, District Administrator

CONTRACTOR

SACRAMENTO REGIONAL CONSERVATION CORPS

By \_\_\_\_\_  
Paula Birdsong, Executive Director

# STAFF REPORT



DATE: 11-12-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVE THE AGREEMENT WITH SEBASTIAN (THE QUALIFIED LOW QUOTE) FOR THE ORANGEVALE COMMUNITY PARK TENNIS COURT ELECTRICAL PANEL PROJECT IN THE AMOUNT OF \$9,469**

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## **RECOMMENDATION**

Approve the Agreement with Sebastian (the qualified low quote) for the Orangevale Community Park Tennis Court Electrical Panel Project in the amount of \$9,469.

## **BACKGROUND**

The Orangevale Community Park Tennis Court Electrical Panel Project was included in the 2020/21 Fiscal Budget in the amount of \$15,000. The project specifications were completed by MTW Landscape Architects and includes removal of the existing panel and concrete and installation of a new electrical pedestal and wiring for the tennis court lights at Orangevale Community Park. The lights were previously upgraded to LED fixtures as part of the SMUD rebate program. Three quotes were received as follows:

Sebastian Corp	\$9,469.00
R & D Electric, Inc.	\$13,509.14
Nizuk Electrical Contracting	\$14,293.00

Staff recommends approving the Agreement with Sebastian as the qualified low quote in the amount of \$9,469.00.

## **MOTION TO CONSIDER**

I move we approve the Agreement with Sebastian as the qualified low quote for the Orangevale Community Park Tennis Court Electrical Panel Project in the amount of \$9,469 and authorize the District Administrator to execute the contract documents.



# SEBASTIAN

*Putting people first.*

**Estimating Department:** Orangevale Parks and Recreation  
**Bidding Project:** "Service Pedestal Replacement at 7208 Hazel Ave. Tennis Courts"  
**Bid Date:** October 20, 2020

## GENERAL INFORMATION

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We are pleased to provide our Electrical Proposal for the aforementioned project. Our proposal is based on pictures and a narrative of work to be performed. If a conflict between the electrical drawings and other RFP documents occurs, our pricing is based on the electrical drawings.

## INCLUDED IN PROPOSAL

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- Provide a working electrical system per plans, local code and authority having jurisdiction (AHJ).
- Remediation of any existing code violations are not part of this pricing and would require a separate change order proposal.
- Demo of existing service pedestal and concrete.
- Provide new Tesco service pedestal and concrete pad.
- Reconnect existing circuits for lighting and equipment.
- Provide conduit, wiring and final connections to mechanical equipment as indicated except control wiring regardless of voltage.
- All work to be performed during normal business hours with free and clear access to the work space. No allowance for overtime is included.
- Proposal include prevailing wages.

\*This proposal excludes the replacement of any lighting and or equipment that is currently not working.

## EXCLUDED FROM PROPOSAL

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- Any and all County, City, Fire Dept., and Utility permits and/or permit fees.
- Concrete or asphalt work of any kind not listed above including cut, breakout and patch back or poured pads.
- Design and Engineering or "Short Circuit", "Electrical Coordination or Arch Flash Studies".
- Offsite removal of construction debris. Disposal in on site container included, container by others.
- Offsite removal of excavation spoils.
- Import of trench backfill material other than standard utility requirements.
- Trenching that has large rocks or cannot be performed with a 580 Case Backhoe or equal.
- Factory startup or commissioning – Sebastian training included.
- Third party verification or Electrical testing.
- Receiving, Storage or handling of materials provided by others unless specifically mentioned above.



- Pollution Liability Insurance.
- Performance or Material Bonds.
- State or Federal prevailing wages unless specifically noted above.

**ELECTRICAL PROPOSAL:        \$9,469.00**

**GENERAL CLARIFICATIONS**

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**Delays, impacts, disruptions and supply chain material delivery issues due to the Covid-19 pandemic are not part of this proposal in either price or time of completion. If any of the foregoing occurring we will need to assess these impacts and address as a separate cost & time change to our subcontract.**

Unobstructed access to work areas will be maintained at all times by others and work areas will be free from debris and stored materials, and substantially ready prior to commencement of electrical work. A safe securable storage area on the job site shall be provided for our use at no charge.

All General requirements are to be furnished by the Prime Contractor or others. This includes but is not limited to preparation of construction schedule (with subcontractor participation), contractor quality control program and technician / inspection staffing, temporary construction trailers or facilities, safety and security, site fencing, escorts, signing, traffic control, maintenance of site access, site dust control, temporary site environmental protection, and builders-risk or all risk insurance policies.

This proposal is made with the understanding that we will enter into a mutually acceptable subcontract agreement. We will not accept any terms or conditions that are less favorable to Sebastian than those imposed in the Prime contract by the owner. Pricing is only valid with this Proposal, Scope and Exclusions. The conditions of this proposal must be attached or incorporated into our subcontract agreement.

Sebastian will indemnify you for personal injury or property damage claims to the extent of Sebastian's own negligence. Sebastian's proposal excludes any obligation to indemnify you for your own negligence, or to indemnify any other party for that party's own negligence.

Sebastian will provide lien releases in accordance with applicable state statutes or regulations. Sebastian will be paid within seven days of Customer receiving payment by Owner, but in no case, will Sebastian be paid later than 120 days from the date of Sebastian's invoice for undisputed work. If any payment due to Sebastian is past due for more than ten days, we reserve the right to stop work until all payments are brought current.

Sebastian will not be bound to any collective bargaining agreements to which it is not a party. All fees from local agencies for location of utilities or for performing standby are not included in this proposal.

We appreciate the opportunity to quote this project and do not hesitate to contact the undersigned if you have any questions. Our quote is valid for (60) days.

Respectfully Submitted,

*Agustin Guzman*

Estimator/Project Manager

Aguzman@sebastiancorp.com

916-205-7787



R & D Electric, Inc. CA#1044712

## FIXED PRICE PROPOSAL

10/13/2020

Horacio Oropeza  
Orangevale Recreation and parks district  
6826 Hazel Ave  
Orangevale, CA 95662

**Re:** Our Proposal 1940001 for **tennis court lighting controller**

**Facility Name:** Orangevale Recreation and parks district

Orangevale Recreation and parks district, 6826 Hazel Ave, Orangevale, CA 95662

This Proposal is for the Project referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to furnish the following:

**Scope:**

Provide prevailing wage labor for entire scope  
Furnish and install new Tesco controller for Tennis court pole lights  
Furnish and install new push button on fence pole  
Complete all terminations for lighting and Tesco controller  
saw cut, demo existing concrete for old controller  
Form and pour new concrete pad for new Tesco controller

**Excluded from scope:**

new conductor procurement and installation to pole lights  
all work outside of scope  
permitting, engineering, planning costs and coordination  
updates to existing code violations

**Price:** \$ 13,509.14 *Thirteen Thousand Five Hundred Nine Dollars and Fourteen Cents*

**Time:** The duration of the Work to achieve Substantial Completion is TBD.

**Terms:** NET30, 0% Retainage

**Clarification(s):** - None.

**Expiration:** This Proposal shall remain open for 30 calendar day(s).

Please contact me at 916-550-0075 or via e-mail [nickvida@rdelectric.net](mailto:nickvida@rdelectric.net) if you have any questions or require additional information.

Regards,

**R & D Electric, Inc. CA#1044712**

Nick Vida  
Operations Manager

**ACCEPTANCE OF PROPOSAL**

The Scope of Work described above supersedes any and all prior communication about this Work. By accepting this Proposal, Customer understands that changes to the scope for any reason not controlled by **R & D Electric, Inc. CA#1044712** may result in additional charges. Invoices for Work completed shall be presented at least monthly and shall be due within 30 days. In the event **R & D Electric, Inc. CA#1044712** is required to pursue any collection efforts to be paid, Customer shall be responsible for all of **R & D Electric, Inc. CA#1044712`**s attorney`s fees and costs incurred pre-suit, in litigation, and any appeals which ensue, together with interest on all unpaid amounts at 1 1/2 % per month.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Orangevale Recreation and parks district

**Nizuk Electrical Contracting LIC#1011452**  
 5098 Foothills Blvd Ste 3 #502-0  
 Roseville, CA 95747  
 (916) 945-3605  
 alex.nizuk@yahoo.com

# Proposal

**ADDRESS**

Horacio Oropeza  
 Orangevale Recreation & Park  
 District  
 6826 Hazel Avenue  
 Orangevale, CA 95662 USA

**PROPOSAL # 1114**  
**DATE 10/18/2020**  
**EXPIRATION DATE 11/18/2020**

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/18/2020	<p><b>Services</b></p> <p>Job Location:            Orangevale Community Park            Tennis Court Lighting            7301 Filbert Avenue            Orangevale, CA 95662</p> <p>Scope of Work:            Replace the existing TESCO lighting controller with a new TESCO lighting controller.            Remove the existing concrete pad and replace with a new concrete pad for the controller to sit on.            Add a new push button to the fence nearest the controller for public operation.            Terminate and test once controller is complete.</p> <p>The scope of work will be consistent with the drawings designed by MTW Group and provided by the Orangevale Recreation &amp; Park District. Job #20-29.1, dated 7/15/2020.</p> <p>This proposal excludes:            Pulling new feeder wires to the new TESCO controller.            Pulling new circuit wires to the existing tennis court lights fixtures, or,            Installing new tennis court light fixtures.</p>	1	14,293.00	14,293.00
<b>TOTAL</b>				<b>\$14,293.00</b>

Accepted By

Accepted Date

## **AGREEMENT**

This Agreement is made and entered into this 12<sup>th</sup> day of November 2020, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the “District” and SEBASTIAN CORP, hereinafter referred to as “Contractor”. Contractor will conduct, on behalf of the District, a project consisting of Installation of an Electrical Pedestal for the Orangevale Community Park Tennis Courts (the “Project”). The Project is located at the Orangevale Community Park, 7301 Hazel Avenue, 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 complete projects by negotiated contract, by purchase order, or be the employees of the District by force account for projects up to Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, Contractor, has submitted an informal bid for the performance of the work; and

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 construction proposal of Contractor and required insurance certificates.

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 District, 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, and coordination to complete in a workman-like manner, the following work:

Provide a working electrical system per plans, local code and authority having jurisdiction (AHJ).

- Remediation of any existing code violations are not part of this pricing and would require a separate change order proposal.
- Demo of existing service pedestal and concrete.
- Provide new Tesco service pedestal and concrete pad.
- Reconnect existing circuits for lighting and equipment.
- Provide conduit, wiring and final connections to mechanical equipment as indicated including control wiring regardless of voltage.
- All work to be performed during normal business hours with free and clear access to the workspace. No allowance for overtime is included.
- Proposal includes prevailing wages.

## **INVESTIGATION BY CONTRACTOR**

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, in compliance with all applicable building codes, laws and regulations.

## **COMPLETION**

4. Contractor shall be required to begin work twenty-one (21) calendar days after 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 thirty (30) calendar days from said written notice.

## **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: \$9,469.00. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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 Fifty Dollars (\$50.00) 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.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. 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.

### **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.

## **INDEMNIFICATION**

9. 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**

10. 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**

11. 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**

12. 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**

13. 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**

14. 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**

15. 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**

16. 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**

17. 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.

### **MISCELLANEOUS PROVISIONS**

18. 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.

19. 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.

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

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

22. 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.

23. 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

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

25. 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.

26. 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.

27. 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, caused this Agreement to be signed by the District Administrator 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 \_\_\_\_\_  
Greg Foell, District Administrator

SEBASTIAN CORP

By \_\_\_\_\_  
Keely Ested, Contract Administrator  
Contractor's License Number: 940822

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



**EXHIBIT C**

**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_

**Conditional 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. This document is effective only on the Claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \_\_\_\_\_  
Check Payable To: \_\_\_\_\_

**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 D**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Conditional 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. This document is effective only on the Claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \_\_\_\_\_  
Check Payable To: \_\_\_\_\_

**Exceptions**

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \_\_\_\_\_
- (4) 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: \_\_\_\_\_



# STAFF REPORT



DATE: 11-12-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVE THE AGREEMENT WITH CHAMPION SPORTS SURFACES (THE QUALIFIED LOW QUOTE) FOR THE ORANGEVALE COMMUNITY PARK TENNIS COURT RENOVATION PROJECT IN THE AMOUNT OF \$25,290 OR \$32,590 (AWARD DETERMINED BY SELECTION OF THE TWO TENNIS COURTS OR THE ONE TENNIS AND TWO PICKLEBALL ALTERNATIVE)**

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## **RECOMMENDATION**

Approve the Agreement with Champion Sports Surfaces (the qualified low quote) for the Orangevale Community Park Tennis Court Renovation Project in the amount of \$25,290 or \$32,590 (award determined by selection of the two tennis courts or the one tennis and two pickleball alternative)

## **BACKGROUND**

The Orangevale Community Park Tennis Court Resurfacing Project was included in the 2020/21 Fiscal Budget in the amount of \$30,000. The project specifications were completed by MTW Landscape Architects. The District included an Add Alternate for converting one of the tennis courts into two Pickleball courts as was done at Pecan Park. The lights were previously upgraded to LED fixtures as part of the SMUD rebate program and the electrical panel will be updated through a separate contract. Three quotes were received as follows:

	<u>Two Tennis Cts.</u>	<u>1 Tennis/2 Pickleball</u>
Champion Sports Surfaces	\$25,290.00	\$32,590.00
J&S Asphalt	\$27,017.00	\$33,517.00
KYA Services, LLC	\$51,623.00	\$57,323.00

Staff recommends approving the Agreement with Champion Sports Surfaces in the amount of \$25,290 or \$32,590 based on if the two tennis court option or one tennis and two pickleball option is selected.

## **MOTION TO CONSIDER**

I move we approve the Agreement with Champion Sports Surfaces as the qualified low quote for the Orangevale Community Park Tennis Court Resurfacing Project in the amount of (\$25,290 or \$32,590) and authorize the District Administrator to execute the contract documents.

**CHAMPION SPORT SURFACES**  
**ADDRESS: 6035 BRYCE WAY ROCKLIN, CA, 95677**  
**PHONE NUMBER: 916-289-1960**  
**EMAIL: CHAYANNEPG@GMAIL.COM**  
**LICENSE: 1056709**  
**DIR 1000674004**



<b>TO:</b> ORANGEVAL RECREATION AND PARK DISTRICT	<b>DATE:</b> 10/20/2020
<b>ADDRESS:</b> 6826 HAZEL AVENUE, ORANGEVALE CA 95662	<b>PHONE NUMBER:</b> 916-987-1507
<b>CONTACT:</b> HORACIO OROPEZA	<b>E-MAIL:</b> <a href="mailto:horacio@ovparks.com">horacio@ovparks.com</a>

**ALL MATERIAL AND LABOR NEEDED TO:**

- PRESSURE WASH ENTIRE SURFACE IN PREPARATION FOR COATINGS
- CHECK FOR "LOW AREAS" AND FILL IN ALL MINOR LOW AREAS WITH COURT PATCH.
- FILL IN "ALL CRACKS" WITH ACRYLIC COURT PATCH MATERIAL (NOVABOND, SAND, PORTLAND CEMENT) AND FLATTEN CRACKS EVEN TO COURT LEVEL.
- INSTALL 590 L.F OF "RITEWAY CRACK REPAIR" ACCORDING TO MANUFACTURERS INSTRUCTIONS
- APPLY 1 COAT OF ACRYLIC RESURFACER TO ENTIRE SURFACE.
- APPLY 2 COATS OF ACRYLIC COLOR COATING ACCORDING TO MANUFACTURERS INSTRUCTIONS.
- STRIPE TWO TENNIS COURTS AND 2 PICKLEBALL COURTS TO OFFICAL MEASUREMENTS.

**TOTAL :\$ 25,290**

**OPTIONAL:**

- SUPPLY AND INSTALL 4 PICKLEBALL NET POSTS AND 2 NETS
- SUPPLY AND INSTALLL 130' OF CHAIN LINK FENCE 42' HEIGHT ACCORDING TO SPECIFICATIONS

**TOTAL:\$7,300**

\*THIS BID IS BASED ON A PREVAILING WAGE



**To:** ORANGEVALE RECREATION & PARK DISTRICT

**Phone:** 916-988-4373

**Date:** 10/23/2020

**Address:** 6826 HAZEL AVE  
 ORANGEVALE, CA 95662

**Fax:** 916-988-3496

**Job Name:** ORANGEVALE PARK- BASE BID

**Contact:** HORACIO OROPEZA

**Rqst No:** 32809-33095

**Address:** 7208 HAZEL AVE.

ORANGEVALE, CA 95662-\_\_\_\_\_

JS Job #:

**ALL MATERIAL AND LABOR NEEDED TO:**

1. AIR BLOW CRACKS WITH COMPRESSED AIR AND FILL WITH NOVA BOND W/SAND TO FILL CRACKS. (635-LF.)
2. SAND AND PREP CRACK REPAIRS FOR SURFACING PRODUCTS.
3. APPLY RIGHTWAY CRACK REPAIR SYSTEM TO APPROX. 635-LF OF CRACKS.
4. AIR BLOW SURFACE AND APPLY ONE COAT OF "LAYKOLD" ACRYLIC RE-SURFACER TO 13,080-SF.
4. APPLY TWO COATS OF "LAYKOLD" ACRYLIC TENNIS COURT COLOR COATING TO CENTER PLAYING AREA.
5. APPLY TWO COATS OF "LAYKOLD" ACRYLIC TENNIS COURT COLOR COATING TO OUTSIDE FIELD AREA.
6. RE-STRIPE TWO TENNIS COURT TO OFFICIAL COURT LAYOUT.
7. LAYOUT & STRIPE 2 PICKLE BALL COURTS WITHIN TENNIS COURTS IN DIFFERENT COLOR.

TOTAL BASE BID:\$27,017.00

**PREVAILING WAGE INCLUDED**

**\*INCLUDES AREA INSIDE OF FENCE\***

Estimate Summary Info:	
<b>Estimate Total:</b>	<b>\$27,017.00</b>
<b>Estimate Terms:</b>	<b>net30</b>
<b>Estimator:</b>	<b>Roy Sampson</b>
<b>Authorized Signature:</b>	<input type="checkbox"/>

ACCEPTANCE - the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in the Summary Info box to the left. I HEREBY ACCEPT ALL SPECIFICATIONS ABOVE AND HAVE SEEN AND READ THE CONDITIONS AND INFORMATION, AND BY SIGNING AGREE TO ACCEPT ALL CONDITIONS AND INFORMATION.

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



<b>To:</b> ORANGEVALE RECREATION & PARK DISTRICT	<b>Phone:</b> 916-988-4373	<b>Date:</b> 10/27/2020
<b>Address:</b> 6826 HAZEL AVE ORANGEVALE, CA 95662	<b>Fax:</b> 916-988-3496	<b>Job Name:</b> ORANGEVALE PARK- ALT BID
<b>Contact:</b> HORACIO OROPEZA	<b>Rqst No:</b> 32819-33105	<b>Address:</b> 7208 HAZEL AVE. ORANGEVALE, CA 95662-_____
JS Job #:		

- ALL MATERIAL AND LABOR NEEDED TO:
1. CUT OFF AND FILL EXISTING NET POSTS HOLES FOR 1 TENNIS COURT.
  2. SUPPLY AND INSTALL APPROX. 130-LF OF 3'6 HIGH GALVANIZED FENCING.
  3. SUPPLY AND INSTALL 2 SETS OF PICKLEBALL SLEEVES,POLES.
  4. AIR BLOW CRACKS WITH COMPRESSED AIR AND FILL WITH NOVA BOND W/SAND TO FILL CRACKS. (635-LF.)
  5. SAND AND PREP CRACK REPAIRS FOR SURFACING PRODUCTS.
  6. APPLY RIGHTWAY CRACK REPAIR SYSTEM TO APPROX. 635-LF OF CRACKS.
  7. AIR BLOW SURFACE AND APPLY ONE COAT OF "LAYKOLD" ACRYLIC RE-SURFACER TO 13,080-SF.
  8. APPLY TWO COATS OF "LAYKOLD" ACRYLIC COLOR COATING TO 1 TENNIS AND 2 PICKLEBALL COURTS. (BLUE & GREEN)
  9. RE-STRIPE ONE TENNIS COURT TO OFFICIAL COURT LAYOUT.
  10. LAYOUT & STRIPE 2 PICKLE BALL COURTS TO OFFICIAL COURT LAYOUT.

TOTAL BASE BID:\$33,517.00

**PREVAILING WAGE INCLUDED**  
**\*INCLUDES AREA INSIDE OF FENCE\***

Estimate Summary Info:	
<b>Estimate Total:</b>	<b>\$33,517.00</b>
<b>Estimate Terms:</b>	<b>net30</b>
<b>Estimator:</b>	<b>Roy Sampson</b>
<b>Authorized Signature:</b>	

ACCEPTANCE - the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in the Summary Info box to the left. I HEREBY ACCEPT ALL SPECIFICATIONS ABOVE AND HAVE SEEN AND READ THE CONDITIONS AND INFORMATION, AND BY SIGNING AGREE TO ACCEPT ALL CONDITIONS AND INFORMATION.

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





**PREPARED FOR**

Horacio Oropeza

Orangevale Recreation & Park District

916-987-1507, FAX 916-988-3496

horacio@ovparks.com

11/03/2020

Orangevale R&P-Community  
Park-Tennis Court Resurface

**Proposal Number 1-2-21081**

Contact

Megan Leyds  
1800 E. McFadden Ave.  
Santa Ana, CA  
(949) 245-8551

Megan.Leyds@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15



## SCOPE OF WORK - PRICING

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Orangevale R&P-Community Park-Tennis Court Resurface	Quantity	U/M	
<u>Surface Preparation</u>	13,200.00	SF	
<u>Plexipave Play Surface over asphalt substrate</u>	13,200.00	SF	
<u>Apply Riteway Crack Repair membrane over 550 LF of cracking</u>	550.00	LF	
		Total Price	\$51,623.00

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-2-21081*



Proposal: 1-2-21081

To: Orangevale Recreation & Park District  
6826 Hazel Ave, Orangevale, CA 95662  
Orangevale  
California  
95662

Date: November 3, 2020

Terms: Net 30

c/o: Orangevale Recreation & Park District  
RA: Megan Leyds  
RA Phone: (949) 245-8551  
RA Email: Megan.Leyds@theKYAgroup.com  
Site: Orangevale Community Park  
Address: 7301 Filbert Ave, Orangevale, CA 95662  
95662

Site Qualifications and General Scope of Work

Proposal priced for regular working hours M-F 7-3:30pm, Weekends and Holidays are charged at an additional premium.

Proposal includes option to change one tennis court to (2) Pickle Ball Courts at no additional charge to client. Must have final approved layout prior to mobilization.

Add Alt 1 - \$5,700.00 Supply and Apply 3'6" tall Chain Link Fence for 130LF

General Exclusions:

- Any Drainage installation/ improvement
- Any clearing, grading , grubbing or staking of the fence line.
- Staking shall include all end corner, gates location complete with finished grade elevations
- All posts will be dug with power equipment such as Bobcat or dandy digger. Hand digging when directed will be at additional cost on a T&M basis.
- No electrical conduit for access control, Panic hardware gate operators cameras or concrete gate; No concrete beyond footing .
- No grade beams, mow strips/bands or continuous footings, no rebar cages, sleeves . No core drilling saw cutting or patching of concrete asphalt.
- Underground utilities to be located and clearly marked by G.C, owner and respective representative prior to mobilization.
- No permits or fees included in this quote. Proposal is based on two move-ins additional move ins will be charged at \$1500/move in.
- Demo of existing fence and any footings by others. Assumes no rocks or utilities at locations of footings.
- If impediments are discovered all costs will be borne by others. Off haul of spoils to be done by others.

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.

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# CONDITIONS AND WARRANTY

**1) Proposal:**

The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

**2) Purchase:**

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

**3) Standard Exclusions:**

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner-supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

**4) Insurance Requirements:**

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

**5) Payment:**

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

**6) Lien Releases:**

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

**7) Site Plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying:**

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

**8) Manufacturing and Delivery:**

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-2-21081*



**9) Returned Product, Deposits and/ or Cancelled Order:**

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

**10) Concealed Conditions:**

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

**11) Changes in the Work:**

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

**12) Warranty: Limitations of Liability:**

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

**13) Indemnification:**

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

**14) Delegation: Subcontractors:**

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully*  
*Complete and Initial all pages* *Proposal Number 1-2-21081*



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement: No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

KYA Services LLC

Accepted by:

Signature: _____	Signature: <i>Megan Leyds</i>
By: (Print) _____	By: (Print) Megan Leyds
Title: _____	Title: Regional Advisor
Date: _____	Date: November 03, 2020

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully*  
*Complete and Initial all pages* *Proposal Number 1-2-21081*

## **AGREEMENT**

This Agreement is made and entered into this 12<sup>th</sup> day of November 2020, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the “District” and CHAMPION SPORTS SURFACES, hereinafter referred to as “Contractor”. Contractor will conduct, on behalf of the District, a project consisting of Resurfacing the Tennis Courts at the Orangevale Community Park Tennis Courts (the “Project”). The Project is located at the Orangevale Community Park, 7301 Hazel Avenue, 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 complete projects by negotiated contract, by purchase order, or be the employees of the District by force account for projects up to Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, Contractor, has submitted an informal bid for the performance of the work; and

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 construction proposal of Contractor and required insurance certificates.

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 District, 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, and coordination to complete in a workman-like manner, the following work:

### Base Quote Work

- Pressure wash entire surface in preparation for coatings
- Check for “low areas” and fill in all minor low areas with court patch
- Fill in “all cracks” with acrylic court patch material (Novabond, sand, Portland cement) and flatten cracks even to court level
- Install 590 L.F. of “Riteway Crack Repair” according to manufacturers instructions
- Apply 1 coat of acrylic resurfacer to entire surface
- Apply 2 coats of acrylic color coating according to manufacturers instructions
- Stripe two tennis courts or one tennis and two pickleball courts to official measurements

### Add Alternate Scope of Work

- Supply and install four Pickleball net posts and two nets
- Supply and install 130’ of chain link fence 42” height according to specifications

## **INVESTIGATION BY CONTRACTOR**

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, in compliance with all applicable building codes, laws and regulations.

## **COMPLETION**

4. Contractor shall be required to begin work twenty-one (21) calendar days after 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 thirty (30) calendar days from said written notice.

## **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: \$25,290 for Base Bid or \$32,590 for Base and Add Alt. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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 Fifty Dollars (\$50.00) 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.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. 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.

### **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.

### **INDEMNIFICATION**

9. 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**

10. 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**

11. 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**

12. 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**

13. 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**

14. 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**

15. 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**

16. 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**

17. 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.

## **MISCELLANEOUS PROVISIONS**

18. 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.

19. 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.

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

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

22. 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.

23. 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

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

25. 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.

26. 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.

27. 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, caused this Agreement to be signed by the District Administrator 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 \_\_\_\_\_  
Greg Foell, District Administrator

CHAMPION SPORT SURFACES

By \_\_\_\_\_  
Chayanne Plascencia, Owner  
Contractor's License Number: 1056709  
6035 Bryce Way, Rocklin, CA 95677  
(916) 289-1960



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

## EXHIBIT C

### CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

#### Identifying Information

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_

#### Conditional 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. This document is effective only on the Claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \_\_\_\_\_  
Check Payable To: \_\_\_\_\_

#### 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 D**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Conditional 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. This document is effective only on the Claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \_\_\_\_\_  
Check Payable To: \_\_\_\_\_

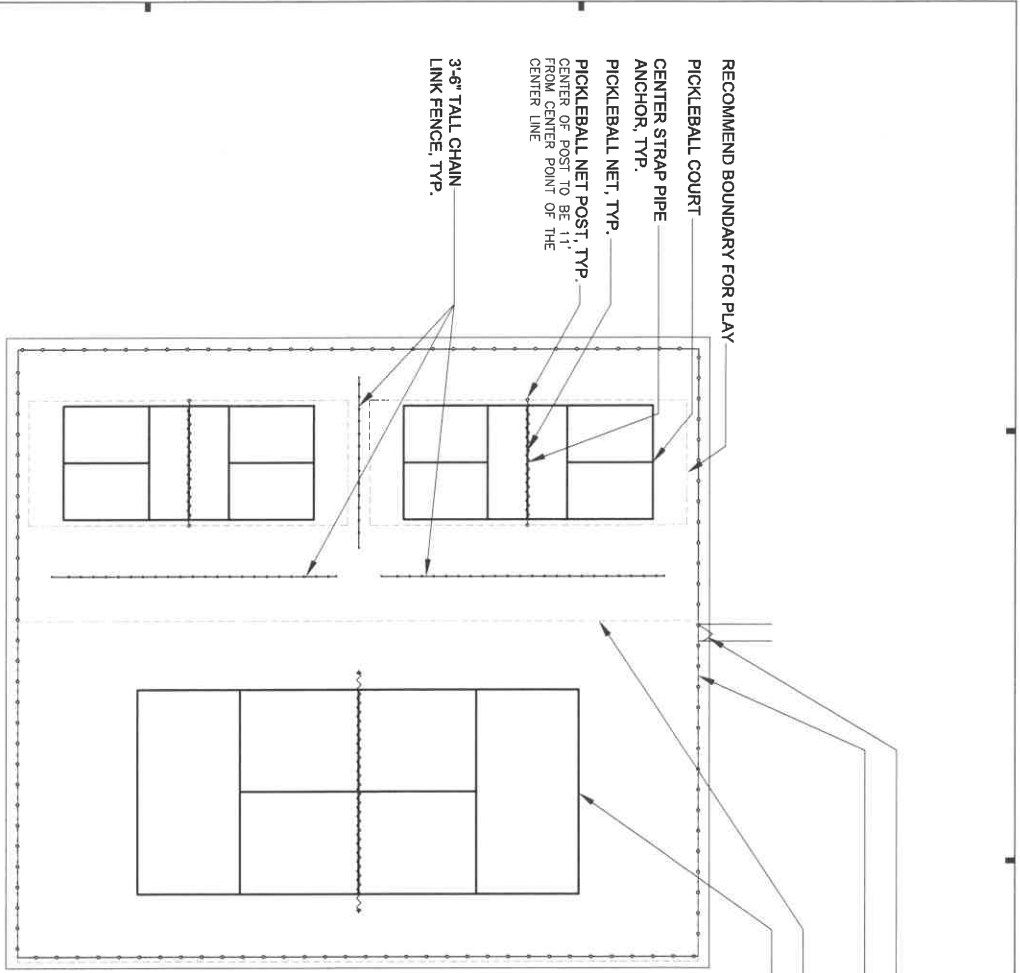
**Exceptions**

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \_\_\_\_\_
- (4) 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: \_\_\_\_\_

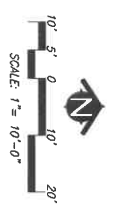


EXISTING GATE  
 EXISTING FENCE  
 EXISTING TENNIS COURT  
 RECOMMENDED BOUNDARY FOR PLAY

**KEY**  
**LANDSCAPE LEGEND**

- PICKLEBALL NET POST  
 DOUGLAS #53070P PREMIER RD-36 PICKLEBALL NET POST,  
 BLACK COLOR  
 ADDITIONAL ACCESSORIES:  
 POST GROUND SLEEVE, #63424  
 DOUGLAS ATHLETICS, 1-800-553-8907 FOR ORDERING
- PICKLEBALL NET  
 DOUGLAS #20105 PICKLEBALL NET  
 ADDITIONAL ACCESSORIES:  
 ADJUSTABLE CENTER STRAP, #20600  
 CENTER STRAP ANCHOR, #63424  
 DOUGLAS ATHLETICS, 1-800-553-8907 FOR ORDERING
- 3-6" TALL CHAIN LINK FENCE

**COURT SURFACE COLORS:**  
 PICKLEBALL AND TENNIS FIELD OF PLAY IS TO BE BLUE  
 ALL SURROUNDING SURFACES IS TO BE GREEN  
 ALL LINES ARE TO BE 2" WIDTH AND COLOR WHITE  
 COLORS TO BE REVIEWED BY OWNER PRIOR TO INSTALLATION



**MTW group**  
 MAMUYAC  
 TAKEHARA  
 WORONIECKI  
 LANDSCAPE ARCHITECTURE  
 AND PLANNING  
 10411 Old Picayville Road  
 Suite 205  
 San Jose, CA 95027  
 916.366.3909

REVISIONS

NO.	DESCRIPTION	DATE	REV. BY

INITIAL BOX

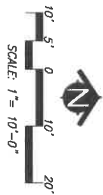
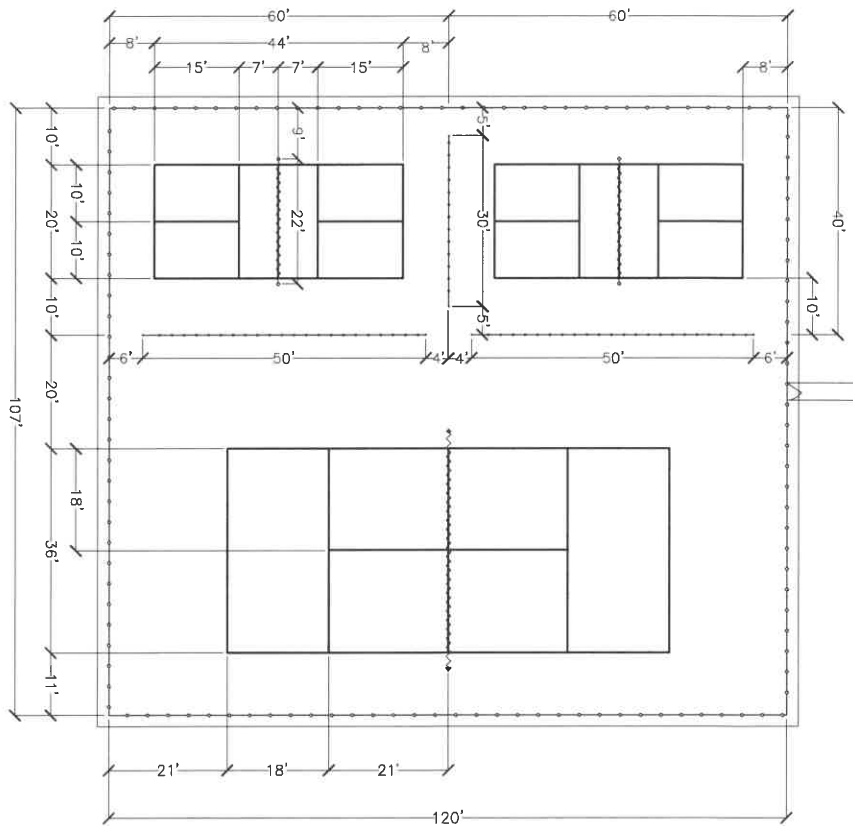
NO.	DWG BY	DATE	REVIEWED

**COMMUNITY PARK  
 TENNIS COURT/PICKLEBALL  
 RENOVATION**

ORANGEVALE RECREATION AND PARK DISTRICT

DATE: 2/19/15  
 JOB NO.: 14-12  
 SHEET TITLE: TENNIS COURT AND PICKLEBALL LAYOUT  
 SHEET NO.: L1.1

SHEET 1 OF 3



LANDSCAPE ARCHITECTURE  
AND PLANNING  
1041 Old Placerville Road  
Sacramento, CA 95827  
916 369 3990



2/15/2020

PROJECT NO. 2019-001

DATE: 2/15/2020

NO. 001

DATE: 02/15/2020

NO. 001

DATE: 02/15/2020

NO. 001

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DATE: 02/15/2020

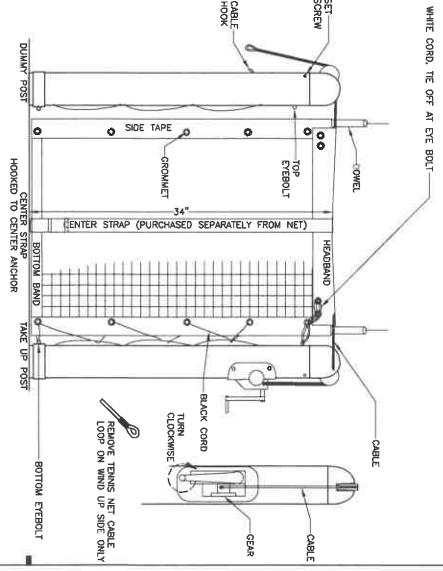
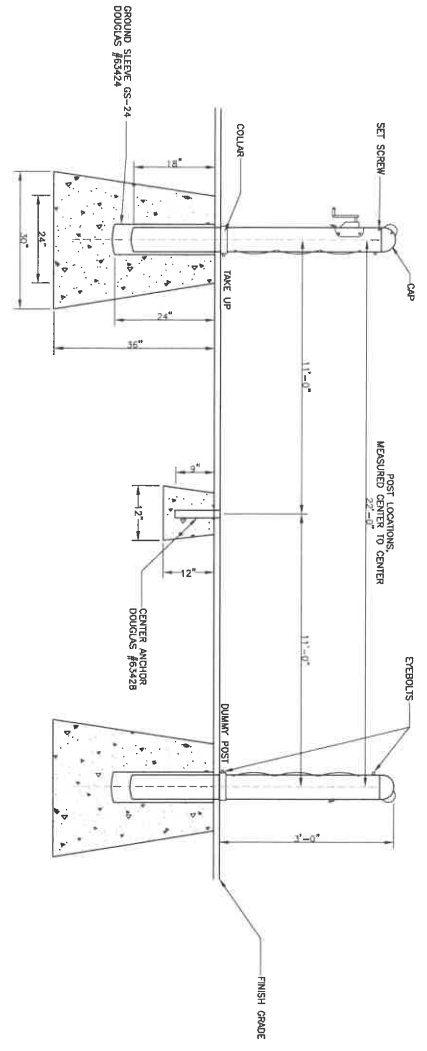
NO. 001

### COMMUNITY PARK TENNIS COURT/PICKLEBALL RENOVATION

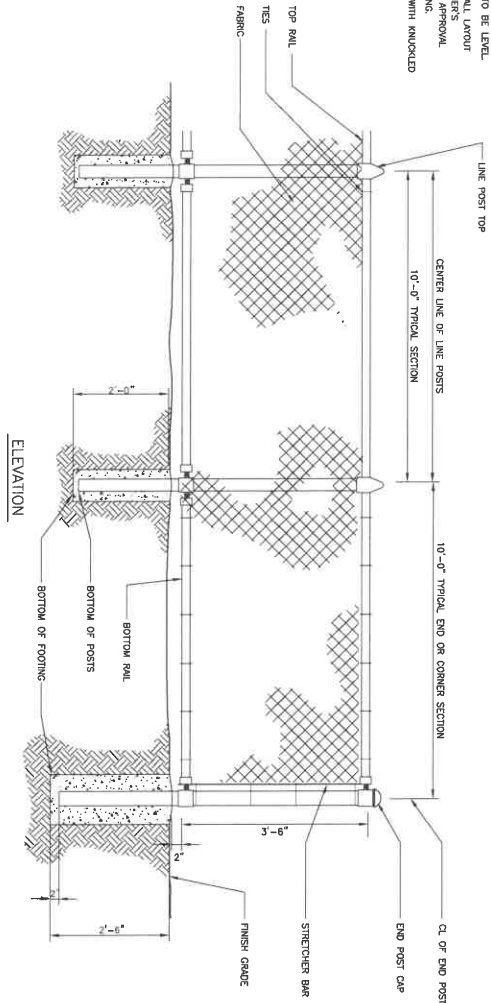
ORANGEVALE RECREATION AND PARK DISTRICT

DATE: 2/19/16  
JOB NO.: 14-12  
SHEET TITLE:  
TENNIS AND PICKLEBALL  
DIMENSION  
PLAN

SHEET NO.:  
L1.2  
SHEET 2 OF 3



- NOTES:  
 1. TOP OF FENCE TO BE LEVEL.  
 2. CONTRACTOR SHALL LAYOUT POSTS FOR OWNERS REPRESENTATIVE APPROVAL PRIOR TO DRILLING.  
 3. INSTALL FABRIC WITH KINKED EDGE ON TOP.



1 PICKLEBALL POST AND ANCHOR DETAIL

2 PICKLEBALL NET INSTALLATION DETAIL

3 3-6" TALL CHAIN LINK FENCE

**MTW group**  
 MAMUYAC  
 TAKHETRA  
 WOPRICKKI  
 LANDSCAPE ARCHITECTURE  
 AND PLANNING  
 10411 Old Placentine Road  
 Sacramento, CA 95827  
 916.369.3990

Project By Letter  
 The Professional Architect and Engineer Seal and Stamp of the State of California is required for all drawings and specifications prepared by a registered professional. The seal and stamp shall be placed on the drawing or specification in the location indicated by the seal and stamp legend.

REVISIONS

NO.	DESCRIPTION	DATE	REVISED BY

INITIAL BOX

NO.	DATE	REVISION

**COMMUNITY PARK  
 TENNIS COURT/PICKLEBALL  
 RENOVATION**  
 ORANGEVALE RECREATION AND PARK DISTRICT

DATE: 2/19/15  
 JOB NO.: 14-12  
 SHEET TITLE: DETAILS

SHEET NO.: L1.3  
 SHEET 3 OF 3



## CHAIN LINK FENCING

### Section 02800

#### PART 1 GENERAL

##### 1.01 APPLICABLE REQUIREMENTS

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

##### 1.02 SCOPE OF WORK

Furnish and install all chain link fencing as shown Drawings and as specified herein.

##### 1.03 RELATED WORK SPECIFIED ELSEWHERE

Concrete Work: 03300

#### PART 2 PRODUCTS

##### 2.01 MANUFACTURERS

Fencing materials: as manufactured by San Jose Steel, Colorado Fuel and iron, Anchor Fence, or U.S.S. Cyclone Fence or approved equal.

##### 2.02 GALVANIZING

A. All material (except aluminum): heavily galvanized by the hot-dipped process; fabric-coated with not less than one ounce per square foot of actual surface covered; zinc coating conformed to ASTM A 153-65.

1. Posts, gates and all other steel and iron parts: coated with approximately two ounces per square foot of actual surface covered.
2. Imperfectly galvanized material and galvanized material which has serious abrasions shall not be used.

##### 2.03 POSTS AND BRACES

Conform to the following minimum requirements (structural pipe):

<u>Location</u>	<u>Type</u>	<u>Min. Size</u>	<u>Min. Wt. in Lbs./Lin. Ft.</u>
End, corner	Pipe	2-7/8" O.D.	5.79
Line	Pipe	2-3/8" O.D.	3.65
Top/Bottom	Pipe	1-5/8" O.D.	2.27

#### **2.04 FABRIC**

Copper-bearing chain link wire, hot-dipped galvanized after fabrication with minimum 1.2 ounce of zinc per square foot or wire surface, standard finish; 9 gauge fabric, woven in two inch mesh; top and bottom selvage with a knuckled finish.

#### **2.05 FITTINGS**

Malleable iron or pressed steel. Provide tops for all posts and all necessary fittings for attaching braces and fabric.

#### **2.06 TIES**

No. 9 gauge galvanized steel wire or post clips.

#### **2.07 MISCELLANEOUS**

Bolts, pins, turn buckles, barbed wire and other items required to complete fencing in conformance with these Specifications.

#### **2.08 CONCRETE**

Post footings: Portland cement, ASTM C150; aggregate, ASTM C33; clean water. Mix materials to obtain low slump concrete with 28 days compressive strength of 2,500 PSI. Maximum size aggregate 1-1/2". Re-tempering not permitted.

### **PART 3 EXECUTION**

#### **3.01 PROTECTION**

- A. Existing Work: Coordinate all installation of work with Owner's representative. Repair and/or restore all damage caused by amenities or work to satisfaction of Owners representative.
- B. Adjoining property: Take all necessary steps to protect existing facilities, assume repair damage to existing facilities, and restore property to its original condition should damage occur.

### **3.02 INSTALLATION**

- A. Underground Utilities: Verify location of all underground utilities prior to trenching or drilling for footings.
- B. Install fence using skilled mechanics experienced in erection of this type of fence. Erect fence on lines and to grades indicated; posts shall be set in concrete foundations in ground. Extend foundations approximately two inches above grade and slope away from post to assure proper drainage. Stretch fabric to proper tension between terminal posts and securely fasten to framework members as covered. Hold bottom of fabric as uniformly as is practical to two inches above finished grade.

### **3.03 WORKMANSHIP**

Install fencing plumb to layout as indicated on Drawings. Install materials with fabric combed and hardware tightened and adjusted to provide a rigid fence with gates operating easily and without bind.

### **3.04 REFERENCE STANDARDS**

Conform steel chain link galvanized fence fabric to Commercial Standard CS246-62; posts, gates and accessories to "Industrial Steel Specifications for Fence-Post, Gates, and Accessories" as published by the Chain Link Fence Manufacturer's Institute, except as otherwise specified hereinafter.

### **3.05 LABELS**

Affix a label with the following statement to fence fabric: "Complies with CS246-62 as developed by the trade and issued by the U.S. Department of Commerce."

### **3.06 HEIGHT**

See Drawings for fabric height specifications.

### **3.07 POST SPACING**

Space posts evenly in line of fence between end post and end post, but in no case exceed 10 feet on center.

### **3.08 FABRIC ATTACHMENT**

- A. Attach to outside of posts and to framing members as noted below.
- B. End Post: With 1/4" x 3/4" steel stretcher bars and 1/8" x 3/4" stretcher bar bands spaced at 12 inches on center.
- C. Line Posts: Fabric bands spaced 12 inches on center maximum.
- D. Braces and Top Rail: Ties spaced 24 inches on center.

**3.09 FABRIC SPLICING**

Join rolls of fabric by weaving a single strand into the ends of the rolls to form a continuous mesh.

**3.10 FOOTINGS**

- A. Reinforced concrete with posts embedded to depths indicated below. Dome tops to shed water.
- B. Line Posts: 12 inch diameter and 30 inch embedment.
- C. End Posts: 12 inch diameter and 36 inch embedment.

**END OF SECTION 02800**

## 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

Recreational Facilities: Section 17000

##### 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 Ratio: 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. Mixing
  - 1. Equipment: Machine mix concrete. Provide adequate equipment and facilities for accurate measurement and control of materials.

2. Method of Mixing:

Transist 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. Retempering:

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. 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.

### **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:
    - 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: 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 days 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.

**END OF SECTION 03300**

## **RECREATIONAL FACILITIES**

### **Section 17000**

#### **PART 1 GENERAL**

##### **1.01 APPLICABLE REQUIREMENTS**

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

##### **1.02 SCOPE OF WORK**

Provide all materials, labor, and equipment necessary for proper installation and completion of the pickleball court apparatus as shown on Drawings and specified herein.

##### **1.03 RELATED WORK SPECIFIED ELSEWHERE**

Concrete Work: Section 03300

##### **1.04 REFERENCES**

A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.

1. American Sports Builders Association (ASBA).
2. United States Tennis Association (USTA).

##### **1.05 SUBMITTALS**

A. Manufacturers Product Data

1. Provide manufacturers product data prior to actual field installation work, for Architects or Owners representatives review.

B. Shop Drawings

1. Provide drawings of the manufacturers recommended installation and foundation requirements prior to actual field installation work, for Architects or Owners representatives review

##### **1.06 ORDERING OF MANUFACTURED EQUIPMENT**

Order all manufactured items within 15 days of award of contract so items will be on hand as construction progresses. Show proof of ordering and, if desired, request progress payment for the material cost at this time.

## **1.07 PRODUCT DELIVERY AND STORAGE**

Materials delivered to the site shall be examined for damage or defects in shipping. Any defects shall be noted and reported to the Owners representative. Replacements, if necessary, shall be immediately re-ordered, so as to minimize any conflict with the construction schedule. Sound materials shall be stored above ground under protective cover or indoors so as to provide proper protection

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. All materials shall be new and supplied by manufacturers.
- B. Pickleball Net Post: Douglas Premier RD-36 Pickleball Tennis Posts.
  - 1. 3" OD Round 11 Gauge Steel.
  - 2. Internal Wind 30:1 Self Locking Gears.
  - 3. Welded Lacing Rods.
  - 4. Die-Cast Zinc Caps and Gear Housings.
  - 5. Polyester Powder Coat Finish, Black #63071.
  - 6. Galvanized Steel Ground Sleeves, GS-24RD/ST, Douglas #63424.
- C. Pickleball Net: Douglas JTN Pickleball Tennis Net #20105.
  - 1. 3.0mm Solid Core Knotted Braided Polyethylene with 285 lb. Break Strength
  - 2. Single Ply Vinyl Coated Polyester Headband 32 oz./sq. yd.
  - 3. Black Vinyl Side Pockets with Fiberglass Dowels.
  - 4. Standard Net Dimensions: 3' high X 21'9" long.
  - 5. Center Strap: Deluxe ACS Douglas #20600
  - 6. Center Strap Pipe Anchor, Douglas #63428

### **2.02 CONCRETE FOOTING**

Post footings: Portland cement, ASTM C150; aggregate, ASTM C33; clean water. Mix materials to obtain low slump concrete with 28 days compressive strength of 2,500 PSI. Maximum size aggregate 1-1/2". Re-tempering not permitted

## **PART 3 EXECUTION**

### **3.01 GENERAL INSTALLATION**

- A. All items shall be installed by a skilled tradesman and shall be in accordance with the best standard practice or manufacturer's recommendations, or as indicated on the Drawings.
- B. All items specified to be installed herein shall be accurately set or fitted and rigidly fastened to produce plumb, level, true and rigid work.
- C. The exact location of all equipment shall be verified by the Owner's Representative prior to installation.

**END OF SECTION 17000**

# STAFF REPORT



DATE: 11-12-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

Jennifer Von Aesch, Finance/HR Superintendent

**SUBJECT: DISCUSSION AND FORMAL APPROVAL OF INCORPORATING THE COUNTY POLICY REGARDING UNUSED SICK LEAVE AT RETIREMENT FOR MANAGEMENT EMPLOYEES INTO THE DISTRICT POLICY MANUAL**

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## **RECOMMENDATION**

Discussion and formal approval of incorporating the County policy regarding Unused Sick Leave at Retirement for Management employees into the District policy manual.

## **BACKGROUND**

The District follows the employee benefit policies outlined by the County of Sacramento and the Sacramento County Employees Retirement System (SCERS). As an Independent Special District, OVparks can establish policies outside the County policies. The County Unused Sick Leave Policy provides management employees the option to cash out a portion of their accumulated sick leave (up to ½) at retirement with the balance of accumulated sick leave converted to additional retirement credit. The District's former Administrator Tim Mero utilized the policy when he retired from the District, but the policy has not been written into the District's policy manual. To provide clarity, staff is requesting the Board of Directors add clarification to the District's Personnel Manual. Below is the County Management Sick Leave Compensation Policy and how SCERS explains the County Policy in their retirement information.

### **SCC 2.100.100 Management Sick Leave Compensation.**

a. If a management employee dies while employed by the County, whether or not the death is job-related, the beneficiary shall be paid the monetary value of all sick leave accrued by the employee at the time of death. If the management employee was eligible for retirement at the time of death, the beneficiary shall have the right to waive the cash payment and instead receive credit toward retirement in accordance with Chapter 2.84. The retirement beneficiary, if any, shall be the beneficiary entitled to receive cash payment of accrued sick leave.

b. A management employee who retires shall be paid the monetary value of one-half of accrued sick leave at the time of retirement. Payment shall be made as soon as practical after the retirement board has approved the amount of the employee's retirement allowance. Remaining sick leave shall be counted as credit toward retirement in accordance with Chapter 2.84. The employee shall retain the option of waiving the sick leave payoff and instead applying all accrued sick leave toward retirement credit. Sick leave payoff shall apply only to persons who actually retire from County service. Persons who separate from County service

without retiring shall lose all right to sick leave payoff, whether or not such person receives a deferred retirement.

c. Notwithstanding subsection (b), a management employee who is eligible to retire and elects, after the effective date of the ordinance codified in this subsection, to take a deferred retirement prior to June 27, 2004 or the County's implementation of enhanced retirement for the class in which such employee is employed, whichever is earlier, shall be paid the monetary value of one-half of accrued sick leave at the time of such employee's deferred retirement. Remaining sick leave shall be counted as credit toward retirement in accordance with Chapter 2.84. The employee shall retain the option of waiving the sick leave payoff and instead applying all accrued sick leave toward retirement credit. Sick leave payoff shall apply only to persons who actually retire from County service or who takes a deferred retirement. Persons who separate from County service who are not eligible to retire at time of separation shall lose all right to sick leave payoff, whether or not such person receives a deferred retirement at a later date. (SCC 1221 § 1, 2002; SCC 0950 § 2, 1994; SCC 0946 § 1, 1994; SCC 0745 § 1, 1988; SCC 295 § 1, 1977.)

#### **Unused Sick Leave (SCERS Retirement Manual)**

When you retire from SCERS, your accumulated sick leave balance at retirement is converted to additional retirement Service Credit at no cost to you. However, some SCERS members are eligible, based on the terms of their employment, to cash out a portion of their unused sick leave at retirement. Only the balance of accumulated sick leave after cash-out will be converted to additional retirement Service Credit.

Members who are eligible to cash out a portion of their unused sick leave should:

1. Notify SCERS of their arrangements by completing SCERS' Disposition of Accrued Sick Leave form (available from your employer's payroll department if your employer provides cash-out for a portion of unused sick leave);
2. Contact their payroll clerk to request a cash-out of sick leave; and
3. Must retire from SCERS the day after separating from service.

#### **Proposed Policy for inclusion in the District Personnel Policy Manual Management Sick Leave Compensation**

A management employee who retires shall be paid the monetary value of up to one-half of accrued sick leave at the time of retirement. Payment shall be made as soon as practical after the (SCERS) retirement board has approved the amount of the employee's retirement allowance. Remaining sick leave shall be counted as credit toward retirement. The employee shall retain the option of waiving the sick leave payoff and instead applying all accrued sick leave toward retirement credit. Sick leave payoff shall apply only to persons who retire from District service. Persons who separate from District service without retiring shall lose all right to sick leave payoff, whether or not such person receives a deferred retirement. The District Administrator and Superintendent level positions will be considered management employees.

The Board Policy Committee met on November 5, 2020 to consider having the policy formally included in the Personnel Manual. The recap of the meeting is included in the board package under committee reports. The committee recommended the Board formally adopt the County policy and include it as written above in the Personnel Manual.

#### **MOTION TO CONSIDER**

I move we approve the "Management Sick Leave Compensation" policy be formally included in the District's Personnel Policy Manual and designate the District Administrator and Superintendent level positions as management employees.

# STAFF REPORT



DATE: 11-12-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: RETROACTIVE APPROVAL FOR ENCROACHMENT PERMIT WITH SIERRA NATIONAL CONSTRUCTION TO USE DISTRICT PROPERTY AT 6826 HAZEL AVENUE AS A STAGING AREA FOR CONSTRUCTION EQUIPMENT AND MATERIAL FOR THE HAZEL AVENUE IMPROVEMENT PROJECT**

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## **RECOMMENDATION**

Retroactively approve the Encroachment Permit with Sierra National Construction to use District property at 6826 Hazel Avenue as a staging area for construction equipment and material for the Hazel Avenue Improvement Project.

## **BACKGROUND**

The County of Sacramento has contracted with Sierra National Construction to complete the Hazel Avenue Improvement Project. Sierra National Construction has requested to use District property at Orangevale Community Center Park as a staging area for the project. In return Sierra National Construction has agreed to construct a seal coat project for the District. The project discussed was an asphalt seal coat for the Shackleton Woods Trail and a portion of the Community Center parking lot. Staff recommends approval of the Encroachment Permit with Sierra National Construction.

## **MOTION TO CONSIDER**

I move we approve the Encroachment Permit with Sierra National Construction.

**ORANGEVALE RECREATION AND PARK DISTRICT**  
**ENCROACHMENT PERMIT**

No. 20-10-002

Date: October 13, 2020

To: Sierra National Construction

In response to your Application for Permit, and subject to all the terms, conditions and restrictions written below, the General Provisions attached hereto, or any and all printed general and special specifications, PERMISSION IS HEREBY GRANTED TO SIERRA NATIONAL CONSTRUCTION (hereinafter referred to as the "Permittee") by Orangevale Recreation & Park District (hereinafter referred to as the "District"), to encroach upon District's Property described as the Orangevale Community Center Park – Gravel Parking Lot, 6826 Hazel Avenue, Orangevale, CA 95662 hereto (the "District Property"), for the following purposes: to stage construction equipment and material for the County of Sacramento's Hazel Avenue Improvement Project as depicted in the County of Sacramento specification for the project. No other use of District property is permitted.

**TERMS, CONDITIONS AND RESTRICTIONS:**

1. Permittee shall comply with District's Encroachment Ordinance No. 20-05-004, a copy of which is attached hereto and incorporated herein by this reference.
2. District Property subject to the encroachment shall be restored to its condition as of the date of the issuance of this Permit, or better upon the expiration, revocation or other termination of this Permit.
3. Any and all construction work performed, and/or improvements installed, and or excavation conducted on District Property pursuant to this Permit shall be constructed and completed to the satisfaction of District, which shall be notified before any work is started by advising the District Administrator in writing.
4. Permittee's use of District Property is limited to those purposes and those activities specifically described in this Permit. Permitted use of District Property for access purposes, or for storage of personal property must comply with all conditions of usage imposed by the District and is subject to the satisfaction of the District. Failure of Permittee to comply with this condition may result in revocation of this Permit.



5. Administrative costs incurred by the District in reviewing Permittee's Application for Encroachment Permit and issuing this Encroachment Permit, together with all costs of any inspections required by the District due to activities conducted by Permittee on District Property pursuant to this Permit shall be estimated by District and such amounts shall be deposited by Permittee with District prior to the issuance of this Permit as the Permit Fee.
6. The District assumes no maintenance responsibility for the construction work, improvements, excavation or other encroachments permitted on District Property pursuant to the terms of this Permit. The Permittee assumes any and all maintenance responsibility for the Property subject to the encroachment during the term of the permitted encroachment, including any construction work, excavation work or improvements constructed on the Property, so long as such encroachment is permitted on District Property.
7. The Permittee 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 Permit by the Permittee, any subcontractor or the Permittee's agents or employees; (2) any alleged negligent act or omission of the Permittee, any subcontractor, the Permittee's agents or employees, in connection with any acts performed or required to be performed pursuant to this Permit; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of the Permittee, Permittee's agents or employees in carrying out the provisions of this Permit. 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. This indemnification shall survive the termination of this Permit.
8. Upon completion of the activities and purposes specified herein, the Permittee shall contact the designated representative of the District, who will specify an expiration date for this Encroachment Permit.
9. This Permit is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby.
10. This Permit authorizes Permittee to encroach on District Property for the purposes specified herein for a period from October 26, 2020 through March 15, 2021. At such time Permittee will be required to renew this permit in order to continue access to the District Property.

11. This Permit is immediately revocable if Permittee changes the scope of the work outlined.
12. Permittee agrees to complete a project to be specified at a later date for the benefit of OVparks such as a seal coat and striping of a parking lot or trail, grading or other mutually agreed upon project.
13. Permittee will remove items from the gravel parking lot area if the District has a scheduled event (with 48 hours' notice) that requires overflow parking. (No events/rentals are currently scheduled due to the COVID restrictions)

ORANGEVALE RECREATION AND PARK DISTRICT

By:   
Greg Foell, District Administrator

I agree to abide by all terms and conditions of this Encroachment Permit and District Ordinance No. 20-05-004.

  
Rob Hannah, Sierra National Construction, Permittee

## EXHIBIT A

### ORANGEVALE RECREATION AND PARK DISTRICT ENCROACHMENT PERMIT GENERAL PROVISIONS

1. Definition: The term “encroachment” as used in this Permit is as defined in District’s Encroachment Ordinance No. 18-19-\_\_ (hereinafter the “Encroachment Ordinance”). This Permit is revocable on five days notice.
2. Acceptance of Provisions: It is understood and agreed by the Permittee that the doing of any work, or the performance of any activity, or the granting of any access to or usage of District Property under the authority of this Permit shall constitute an acceptance by Permittee of the provisions, terms and conditions of this Permit and the District’s Encroachment Ordinance.
3. No Precedent Established: This Permit is granted upon the condition that the permission granted to use District Property for the purposes specified herein shall not be construed as establishing any precedent with respect to what constitutes permissible uses of District Property.
4. Notice Prior to Commencing Use: Notice shall be given to District at least two days in advance of the date Permittee’s use of District Property pursuant to this Permit is to begin.
5. Keep Permit on the Site: This Permit shall be kept at the site of the encroachment on District Property permitted hereby, and must be shown to any representative of the District or any law enforcement officer on demand.
6. Storage of Personal Property, Equipment, and Material: No personal property, equipment, or any other material shall be stored on District Property except as otherwise authorized by this Permit.
7. Clean Up District Property: Upon completion of the use of the District Property permitted hereby, Permittee shall remove all debris (soil, concrete, pavement, wood, etc.), rubbish, or other materials and District Property subject to the encroachment shall be restored to its condition as of the date the Permit was issued.
8. Satisfaction of District: Any work constructed, excavation work performed, or improvements installed within the encroachment shall be completed to the satisfaction of the District. District may periodically inspect the District Property subject to the encroachment, and the cost of any such inspection shall be reimbursed to District out of the deposit paid by Permittee upon the issuance of this Permit.
9. Insurance Requirements: In order to fund Permittee’s indemnity obligations under Section 7 of the Permit, Permittee shall carry and maintain during the life of this Permit,

such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

- A. Public Liability and Property Damage Insurance. The Permittee 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 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 the Permittee 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 the Permittee, 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 the Permittee's operations in the activities and purposes authorized by this Permit, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of the Permittee. Said insurance shall also specify that it acts as primary insurance.

If the Permittee fails to maintain such insurance, this Permit may be revoked at the discretion of District on written notice to Permittee.

- B. Workers' Compensation Insurance: If the Permittee's Application for Encroachment Permit proposes that construction, excavation, or installation of improvements be performed on District Property, then Permittee or Permittee's 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 activities and/or purposes contemplated by this Permit, in accordance with the Workers' Compensation Insurance Act contained in the Labor Code of the State of California.

If the Permittee fails to maintain such insurance, this Permit may be revoked at the discretion of District on written notice to Permittee.

By execution of this Permit, the Permittee certifies as follows:

**"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 Permit, the Permittee agrees to furnish to the District a certified copy of the insurance policies it or its contractor has obtained for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Permit. 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 activities and/or purposes contemplated by this Permit. 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 notification of such cancellation or reduction.

Should the Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to revoke this Permit forthwith and without regard to any other provisions of this Permit.

10. Performance Bond: If the terms of this Permit allow the Permittee to conduct construction, installation or excavation activity on District Property, the Permittee shall, prior to issuance of this Permit, file with District a performance bond, cash deposit, or irrevocable letter of credit in lieu of bond, in the amount of one hundred percent (100%) of the estimated cost of the construction, installation or excavation work to be performed on District Property pursuant to the terms of this Permit. Any such bond or irrevocable letter of credit shall name District as Obligee. Failure to comply with these requirements will result in revocation of this Permit.
11. Making Repairs: Repairs to District Property necessitated by Permittee's use of District Property shall be performed by employees of the District and the expenses thereof shall be charged to Permittee. All costs incurred by District with respect to laborers, supervisors and inspectors with respect to such repair work shall be reimbursed to District out of the cash deposit paid by Permittee upon issuance of this Permit. To the extent such deposit exceeds the costs incurred by the District in issuing this Permit, inspecting the Property, and repairing the Property, if necessary, will be refunded to Permittee upon the expiration of this Permit.

The District will give reasonable notice of its election to make such repairs. If the District does not so elect, the Permittee shall make such repairs promptly at its sole expense. In every case, the Permittee shall be responsible for restoring any portion of District Property which has been disturbed to its former condition as of the date of issuance of this Permit.

12. Maintenance: The Permittee agrees by the acceptance of this Permit to exercise reasonable care to maintain the Property subject to this encroachment in the condition in which the Property existed as of the date of the issuance of this Permit, and any improvements placed thereon during the period of the permitted encroachment as authorized by the terms of this Permit. The Permittee shall undertake all such maintenance and/or repairs at its own expense.

13. Relocation: Relocation of any improvement constructed upon District Property pursuant to this Encroachment Permit, if required by future District operations, shall be at the sole expense of the Permittee. The District shall provide Permittee with notice as to the date by which any improvements constructed pursuant to the Encroachment Permit must be removed or relocated. If Permittee fails to remove or relocate any such improvement within such period of time, District may remove or relocate such improvement in its discretion and charge the costs thereof to Permittee, which costs Permittee hereby agrees to reimburse to District upon demand. District may also exercise its rights to revoke this Permit.

I agree to abide by the above terms.

Dated: 10/13/20

  
Permittee