

**ORANGEVALE RECREATION & PARK DISTRICT  
BOARD OF DIRECTORS MEETING  
THURSDAY, APRIL 11, 2019**

**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 February 28, 2019 special meeting (supplement)
- b. Approval of minutes of March 14, 2019 (supplement)

**7. CORRESPONDENCE**

- a. California Special Districts Association call for nominations (Seat B) (pg 1-5)

**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 March 2019 (pg 6-7)
- b. Budget Status Report for March 2019 (pg 8-10)
- c. Revenue Report for March 2019 (pg 11)

**8.2 OLLAD CONSENT MATTERS**

- a. Ratification of Claims for March 2019 (pg 12-13)
- b. Budget Status Report for March 2019 (pg 14-15)

**8.3 KENNETH GROVE CONSENT MATTERS**

- a. Ratification of Claims for March 2019 (pg 16)
- b. Budget Status Report for March 2019 (pg 17)

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

10. **STANDING COMMITTEE REPORTS**

- a. Administration & Finance – Recap of the March 31, 2019 meeting (pg 18)
- b. Maintenance & Operation
- c. Recreation Committee
- d. Personnel & Policy
- e. Government
- f. Planning Committee
- g. Trails Committee
- h. Ad Hoc

11. **ADMINISTRATOR'S REPORT**

- a. Monthly Activity Report – March 2019 (pg 19-21)
- b. Report on Electric Greenway Trail – Public Meeting Scheduled for April 9, 2019 Cancelled (verbal)

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- a. Approval of Resolution 19-04-616, Authorizing the Renewal Application for the State and Federal Surplus Property Program and Establishing the District Administrator, Park Superintendent, Finance/HR Superintendent, Recreation Supervisor, and Administrative Services Supervisor as Purchasing Agents (pg 22-29)
- b. Discussion Regarding Direction for Consultant in Providing Community Survey Services (verbal)
- c. Approval of Agreement with Sierra Striping, Inc. and Sealcoating to complete Seal Coating and Striping of Three Parking Lots and One Trail in the Amount of \$51,995 (pg 30-48)
- d. Approval of Agreement with J&S Asphalt to Repair Cracks, Re-surface and Stripe the Almond Park Tennis Courts in the Amount of \$25,042 (pg 49-64)
- e. Approval of Agreement with Sierra Striping, Inc. and Sealcoating to complete Striping of Four Parking Lots in the Amount of \$7,745 (pg 65-83)
- f. Approval of Resolution 19-04-617, Resolution to Implement an Outdoor Fitness Court at Orangevale Community Park (pg 84-95)
- g. Approve Quote for Appraisal Services from Richard Davis (pg 96-100)

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

15. **ITEMS FOR NEXT AGENDA**

16. **CLOSED SESSION**

- a. Closed Session pursuant to Government Code Section 54956.8  
Conference with Real Property Negotiators  
Property: 6930 Hazel Avenue, Orangevale, CA 95662  
Agency Negotiator: Greg Foell  
Negotiating Parties: Regency Baptist Church  
Under Negotiation: Price and Terms

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



**California Special  
Districts Association**  
*Districts Stronger Together*

**DATE:** February 15, 2019  
**TO:** CSDA Voting Member Presidents and General Managers  
**FROM:** CSDA Elections and Bylaws Committee  
**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS  
SEAT B**

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The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2020 - 2022 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

**Commitment and Expectations:**

- Attend all Board meetings, usually 4-5 meetings annually; at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.  
*(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).*
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.  
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.  
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*



**Nomination Procedures:** Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is April 17, 2019. Nominations and supporting documentation may be mailed, faxed, or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814  
Fax: 916.442.7889  
E-mail: [amberp@csda.net](mailto:amberp@csda.net)

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 17, 2019. All votes must be received through the system no later than 5:00 p.m. August 9, 2019. The successful candidates will be notified no later than August 13, 2019. All selected Board Members will be introduced at the Annual Conference in Anaheim, CA in September 2018.

#### **Expiring Terms**

(See enclosed map for Network breakdown)

**Northern Network** Seat B-Greg Orsini, GM, McKinleyville Community Services District\*  
**Sierra Network** Seat B-Ginger Root, GM, Lincoln Rural County Fire Protection District \*  
**Bay Area Network** Seat B-Ryan Clausnitzer, SDA, GM, Alameda County Mosquito Abatement District\*  
**Central Network** Seat B-Tim Ruiz, GM, West Niles Community Services District  
**Coastal Network** Seat B-Jeff Hodge, SDA, GM, Santa Ynez Community Services District\*  
**Southern Network** Seat B-Bill Nelson, Director, Orange County Cemetery District

(\* = Incumbent is running for re-election)

#### **AGAIN, THIS YEAR!**

**This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely.** *Electronic Ballots will be emailed to the main contact in your district June 17, 2019. All votes must be received through the system no later than 5:00 p.m. August 9, 2019.*

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail [Amberp@csda.net](mailto:Amberp@csda.net) by April 17, 2019 in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on June 17 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. August 9, 2019.

The successful candidates will be notified no later than August 14, 2019. All selected Board Members will be introduced at the Annual Conference in Anaheim, CA in September 2019.

If you have any questions, please contact Amber Phelen at [amberp@csda.net](mailto:amberp@csda.net).



**California Special  
Districts Association**  
*Districts Stronger Together*

## 2019 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: \_\_\_\_\_

District: \_\_\_\_\_

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

Network: \_\_\_\_\_ (see map)

Telephone: \_\_\_\_\_

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

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

E-mail: \_\_\_\_\_

Nominated by (optional): \_\_\_\_\_

**Return this form and a Board resolution/minute action supporting the candidate  
and Candidate Information Sheet by fax, mail, or email to:**

CSDA  
Attn: Amber Phelen  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732      (916) 442-7889 fax

amberp@csda.net

***DEADLINE FOR RECEIVING NOMINATIONS – April 17, 2019***



**2019 CSDA BOARD CANDIDATE INFORMATION SHEET**

The following information **MUST** accompany your nomination form and Resolution/minute order:

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

District/Company: \_\_\_\_\_

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

Elected/Appointed/Staff: \_\_\_\_\_

Length of Service with District: \_\_\_\_\_

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

\_\_\_\_\_  
\_\_\_\_\_

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

\_\_\_\_\_  
\_\_\_\_\_

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

\_\_\_\_\_  
\_\_\_\_\_

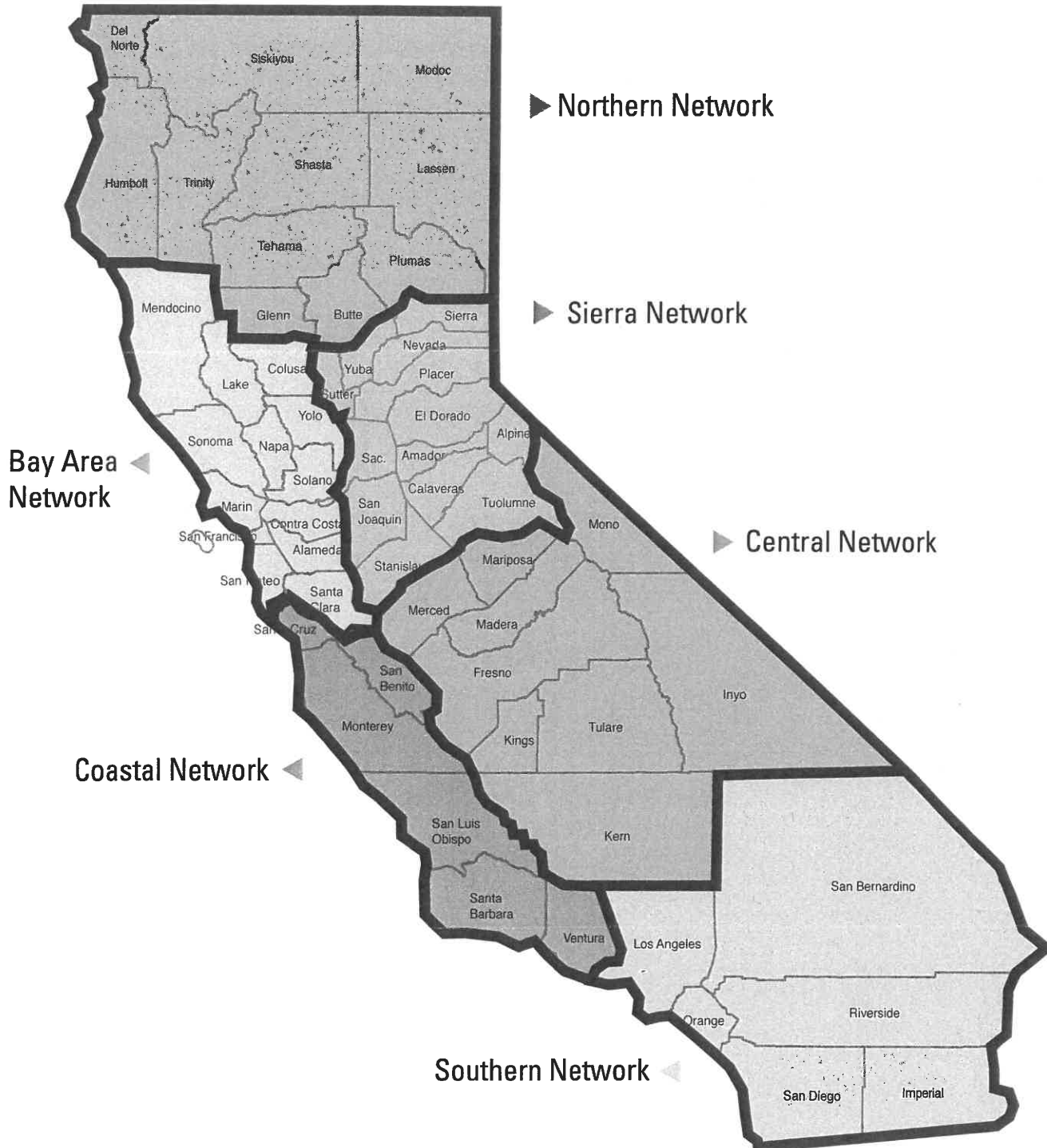
4. List civic organization involvement:

\_\_\_\_\_  
\_\_\_\_\_

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.**



California Special Districts Association  
**DISTRICT NETWORKS**



GENERAL FUND EXPENDITURES  
FOR THE MONTH ENDING  
March 31, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906137274	20202100	US BANK NATIONAL ASSOCIAT	Books/Periodicals/Subscriptions	183.79
1906137274	20203500	US BANK NATIONAL ASSOCIAT	Education/Training Service	128.00
1906130612	20203900	JENNIFER VON AESCH	Employee Transportation	63.22
1906130653	20203900	MEGAN BRENNAN	Employee Transportation	5.50
1906135371	20203900	SUSAN MYREN	Employee Transportation	74.39
1906135384	20203900	EMILY ROMINE	Employee Transportation	13.08
				156.19
1906135386	20205500	HUB INTERNATIONAL	Insurance-Long Term	320.06
1906112527	20207600	BURKETT'S OFFICE SUPPLY	Office Supplies	317.47
1906137274	20207600	US BANK NATIONAL ASSOCIAT	Office Supplies	59.76
1906135348	20207600	BURKETT'S OFFICE SUPPLY IN	Office Supplies	167.07
				544.30
1906140851	20208100	US POSTAL SERVICE	Postal Service	2,400.00
1906137274	20208102	US BANK NATIONAL ASSOCIAT	Stamps	220.00
1300705100	20208102	Stamps	Stamps	-1.50
				218.50
1906135314	20219700	AT&T	Telephone Service	19.09
1906135312	20219700	COMCAST	Telephone Service	604.58
1906135301	20219700	SPRINT P C S	Telephone Service	50.13
				673.80
1906130810	20226200	JJR ENTERPRISES INC	Office Equipment Maintenance Supply	153.68
1906135345	20250500	LARRY BAIN	Accounting Service	4,725.00
1906135378	20256200	DESIREE BROWN	Transcribing Service	227.00
1906130808	20257100	TIN STAR SECURITY CO	Security Service	387.50
1906130732	20285100	TERRY MASTEN	Recreational Services	48.00
1906130814	20285100	ADRIAAN JANSEN VAN VUUREN	Recreational Services	783.75
1906130805	20285100	KORI SCOTT	Recreational Services	270.00
1906130657	20285100	TERRY MASTEN	Recreational Services	84.00
1906130735	20285100	GRANIT BAY MARTIAL ARTS C	Recreational Services	224.00
1906130737	20285100	ALL-AROUND KIDS INC	Recreational Services	1,307.60
1906130740	20285100	RICHARD KOWALESKI	Recreational Services	72.00
1906130742	20285100	BRENDAN CHASE	Recreational Services	1,406.40
1906130744	20285100	ALISON LLOYD	Recreational Services	288.00
1906137274	20285100	US BANK NATIONAL ASSOCIAT	Recreational Services	295.00
1906135363	20285100	MONDEL WILLIAMS	Recreational Services	400.00
1906135365	20285100	STEVE KNUITSEN	Recreational Services	400.00
1906135366	20285100	LUKE RAMEY	Recreational Services	800.00
1906135373	20285100	HOLLY COVALT HOLT	Recreational Services	138.00
1906135376	20285100	CLINT LEMAY	Recreational Services	780.00
1906135380	20285100	STEVEN MIRANDA	Recreational Services	464.75
1906135382	20285100	ALL-AROUND KIDS INC	Recreational Services	285.60
				8,047.10
1906137274	20285200	US BANK NATIONAL ASSOCIAT	Recreational Supplies	222.64
1300705100	20285200	US BANK NATIONAL ASSOCIAT	Recreational Supplies	-128.22
				94.42
1906135367	30322000	C I T TECHNOLOGY FIN SERV	Bond/Loan Redemption	429.93



**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND  
BUDGET EXPENDITURE DETAIL  
FISCAL YEAR 2018/2019  
MARCH 2019**

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
<b>1000</b>	<b>SALARIES &amp; EMPLOYEE BENEFITS</b>					
10111000	Salaries & Wages, Regular	835,000.00	79,769.20	534,657.47	300,342.53	36%
10112100	Salaries & Wages, Extra Help	390,000.00	18,594.55	235,018.83	154,981.17	40%
10112400	Salaries, Board members	12,000.00	1,000.00	6,200.00	5,800.00	48%
10121000	Retirement	210,000.00	21,052.97	139,460.14	70,539.86	34%
10122000	Social Security	90,000.00	7,542.70	58,362.81	31,637.19	35%
10123000	Group Insurance	235,000.00	18,345.91	156,389.79	78,610.21	33%
10124000	Worker's Comp. Ins	60,000.00		15,461.75	44,538.25	74%
10125000	Unemployment Insurance	25,000.00	1,163.35	14,078.69	10,921.31	44%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<b><i>SUB-TOTAL</i></b>	<b>1,857,000.00</b>	<b>147,468.68</b>	<b>1,159,629.48</b>	<b>697,370.52</b>	<b>38%</b>
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20200500	Advertise/Legal Notices	1,500.00	183.79	2,463.37	(963.37)	-64%
20202100	Books/Periodicals/Subscrip	750.00		1,340.19	(590.19)	-79%
20202900	Business/Conference Expense	5,000.00		4,263.37	736.63	15%
20203500	Education/Training Serv.	3,500.00	128.00	1,893.00	1,607.00	46%
20203600	Education /Training Supplies	1,000.00		-	1,000.00	100%
20203700	Tuition Reimbursement	2,000.00		-	2,000.00	100%
20203800	Employee Recognition	2,000.00		948.39	1,051.61	53%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	3,000.00	156.19	1,572.17	1,427.83	48%
20205100	Liability Insurance	43,000.00		47,108.00	(4,108.00)	-10%
20205500	Rental Insurance	4,000.00	320.06	1,179.10	2,820.90	71%
20206100	Membership Dues	8,000.00		7,723.14	276.86	3%
20207600	Office Supplies	9,000.00	544.30	3,824.33	5,175.67	58%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	6,500.00	2,400.00	6,703.62	(203.62)	-3%
20208102	Stamps	3,000.00	218.50	722.90	2,277.10	76%
20208500	Printing Services	28,000.00		9,217.80	18,782.20	67%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	1,000.00		-	1,000.00	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	1,000.00		-	1,000.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
20218200	Irrigation Supplies	500.00		16.34	483.66	97%
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	673.80	6,269.14	8,730.86	58%
20219800	Water	1,000.00		34.87	965.13	97%
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	153.68	1,163.86	3,836.14	77%
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		(0.00)	1,000.00	100%
20244300	Medical Services	200.00		347.47	(147.47)	-74%
20250500	Accounting Services	8,000.00	4,725.00	4,725.00	3,275.00	41%
20250700	Assessment/Collection Service	18,000.00		8,998.47	9,001.53	50%
20252500	Engineering Services	6,000.00		1,935.00	4,065.00	68%
20253100	Legal Services	15,000.00		21,215.80	(6,215.80)	-41%
20256200	Transcribing Services	1,000.00	227.00	1,146.00	(146.00)	-15%
20257100	Security Services	5,000.00	387.50	2,148.75	2,851.25	57%
20259100	Other Professional Services	10,000.00		19,739.14	(9,739.14)	-97%
20259101	Computer Consultants	6,000.00		4,165.00	1,835.00	31%
20281201	PC Hardware	10,000.00		4,576.39	5,423.61	54%
20281202	PC Software	6,000.00		901.10	5,098.90	85%
20281203	PC Supplies	1,000.00		291.60	708.40	71%
20281900	Elections	0.00		2,008.00	(2,008.00)	#DIV/0!
20285100	Recreational Services	180,000.00	8,047.10	96,781.72	83,218.28	46%
20285200	Recreational Supplies	40,000.00	94.42	20,981.28	19,018.72	48%
20289800	Other Operating Exp - Supplies	2,000.00		(388.98)	2,388.98	119%
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%
20291100	System Development Services	3,000.00		2,758.35	241.65	8%
20296200	GS Parking Charges	200.00		80.50	119.50	60%
	<b>SUB-TOTAL</b>	<b>480,800.00</b>	<b>18,259.34</b>	<b>288,854.18</b>	<b>191,945.82</b>	<b>40%</b>
<b>3000</b>	<b>OTHER CHARGES</b>					
30321000	Interest Expense	14,000.00		13,498.34	501.66	4%
30322000	Bond/Loan Redemption	70,000.00	429.93	66,754.66	3,245.34	5%
30345000	Taxes/Licenses/Assess Trans	2,500.00	310.44	310.44	2,189.56	88%
	<b>SUB-TOTAL</b>	<b>86,500.00</b>	<b>740.37</b>	<b>80,563.44</b>	<b>5,936.56</b>	<b>7%</b>



Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
<b>4000</b>	<b>FIXED ASSETS</b>					
41410100	Land	0.00	-	-	0.00	
42420200	Struc. & Improvements	270,000.00		7,225.00	262,775.00	97%
43430300	Vehicles/Equipment	0.00		-	0.00	0%
	<b>SUB-TOTAL</b>	<b>270,000.00</b>	<b>-</b>	<b>7,225.00</b>	<b>262,775.00</b>	<b>97%</b>
<b>5000</b>	<b>INTERFUND CHARGES</b>					
50557100	Fingerprinting Service	4,000.00	94.00	1,143.00	2,857.00	71%
	<b>SUB-TOTAL</b>	<b>4,000.00</b>	<b>94.00</b>	<b>1,143.00</b>	<b>2,857.00</b>	<b>71%</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>2,698,300.00</b>	<b>166,562.39</b>	<b>1,537,415.10</b>	<b>1,160,884.90</b>	<b>43%</b>

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND  
REVENUE STATEMENT  
FISCAL YEAR 2018/2019  
MARCH 2019**

Account Number	Revenue Account	2018/2019 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,340,000		704,733.67	635,266.33	52.59%
91910200	Prop. Taxes - Current Unsecured	40,000		47,240.07	-7,240.07	118.10%
91910300	Supplemental Taxes Current	10,000		10,125.71	-125.71	101.26%
91910400	Prop. Taxes Sec. Delinquent	10,000		9,677.62	322.38	96.78%
91910500	Prop. Taxes Supp. Delinq.	500		1,907.71	-1,407.71	381.54%
91910600	Unitary Current Secured	12,000		7,351.58	4,648.42	61.26%
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		363.36	636.64	36.34%
91914000	Penalty Costs - Prop. Tax	200		62.62	137.38	31.31%
91919900	Taxes - Other	-		0.00	0.00	
	<b>SUB-TOTAL TAXES 9100</b>	<b>1,413,700</b>	<b>0.00</b>	<b>781,462.34</b>	<b>632,237.66</b>	<b>55.28%</b>
94941000	Interest Income	4,000		5,416.00	-1,416.00	135.40%
94942900	Building Rental Other	100,000	12,175.19	92,452.92	7,547.08	92.45%
94943900	Cell Tower Leases	19,600	2,611.78	23,506.02	-3,906.02	119.93%
94944800	Rec.Concessions Final 9	17,000	2,806.32	12,403.13	4,596.87	72.96%
94945900	Other Vending Devices	2,000		0.00	2,000.00	0.00%
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000		6,656.95	8,343.05	44.38%
95952900	In-Lieu Taxes	270,000		0.00	270,000.00	0.00%
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000		2,867.61	-1,867.61	286.76%
96964600	Recreation Service Charges	485,000	36,253.35	310,262.34	174,737.66	63.97%
96969700	Security Services	2,500	117.15	4,596.74	-2,096.74	183.87%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	-		1,644.79	-1,644.79	
97973200	Recreation Contributionss	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	2,500	34.84	1,238.94	1,261.06	49.56%
97979000	Revenue - Other	500	156.16	713.87	-213.87	142.77%
	<b>SUB-TOTAL OTHER MISC. INCOME</b>	<b>919,100</b>	<b>54,154.79</b>	<b>461,759.31</b>	<b>457,340.69</b>	<b>50.24%</b>
	<b>TOTAL BUDGET AMOUNT</b>	<b>2,332,800</b>	<b>54,154.79</b>	<b>1,243,221.65</b>	<b>1,089,578.35</b>	<b>53.29%</b>

OLLAD EXPENDITURES  
FOR THE MONTH ENDING  
MARCH 31, 2019

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906137274	20203500	US BANK NATIONAL ASSOCIAT	Education/Training Service	100.00
1906135329	20210300	NORTHERN CALIFORNIA INALL	Agriculture/Horticulture Service	525.00
1906135337	20210300	NORTHERN CALIFORNIA INALL	Agriculture/Horticulture Service	450.00
				975.00
1906127257	20210400	LOWES BUSINESS ACCOUNT	Agriculture/Horticulture Supply	128.18
1906127641	20211200	CSLS INC	Building Maintenance Supply/Material	361.17
1906127643	20211200	CSLS INC	Building Maintenance Supply/Material	36.98
1906127257	20211200	LOWES BUSINESS ACCOUNT	Building Maintenance Supply/Material	92.13
1906131903	20211200	AMERICAN RIVER ACE HARDWA	Building Maintenance Supply/Material	266.61
1906137274	20211200	US BANK NATIONAL ASSOCIAT	Building Maintenance Supply/Material	122.83
109685437	20211200	US BANK NATIONAL ASSOCIAT	Building Maintenance Supply/Material	192.59
				1,072.31
1906135340	20214200	PLAYPOWER LT FARMINGTON I	Land Improvement Maintenance Supply	1,358.24
1906137274	20214200	US BANK NATIONAL ASSOCIAT	Land Improvement Maintenance Supply	128.77
1906137274	20214200	US BANK NATIONAL ASSOCIAT	TAX ACCRUAL	9.98
1906135316	20214200	GREENBACK EQUIPMENT RENTA	Land Improvement Maintenance Supply	120.47
1906140840	20214200	GREENBACK EQUIPMENT RENTA	Land Improvement Maintenance Supply	120.47
				1,737.93
1906137274	20216700	US BANK NATIONAL ASSOCIAT	Plumbing Maintenance Service	525.00
1906131903	20216800	AMERICAN RIVER ACE HARDWA	Plumbing Maintenance Supply	52.93
1906131903	20218200	AMERICAN RIVER ACE HARDWA	Irrigation Supplies	146.20
1906130609	20218500	COUNTY OF SACRAMENTO	Permit Charges	724.00
1906135303	20219200	PACIFIC GAS AND ELECTRIC	Natural Gas/LPG/Fuel Oil	2,316.68
1906130534	20219300	ALLIED WASTE SERVICES OF	Refuse Collection/Disposal Service	1,240.58
1906140843	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906140845	20219500	UNITED SITE SERVICES	Sewage Disposal Service	177.86
1906145582	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	113.70
1906145583	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	113.70
1906145586	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	172.82
1906145588	20219500	COUNTY OF SACRAMENTO	Sewage Disposal Service	113.70
				869.64
1906137274	20219800	US BANK NATIONAL ASSOCIAT	Water	34.22
1906140820	20219800	ORANGE VALE WATER COMPANY	Water	1,689.78
				1,724.00
1906140828	20219900	NORTHERN DATACOM INC	Telephone System Maintenance	95.00
1906135326	20220500	DALE G PHILLIPS ENT #47	Auto Maintenance Service	104.93
1906135328	20220500	DALE G PHILLIPS ENT #47	Auto Maintenance Service	516.09
				621.02
1906135341	20220600	CARQUEST	Auto Maintenance Supply	29.50
1906131903	20222600	AMERICAN RIVER ACE HARDWA	Expendable Tools	104.45
1906130532	20223600	FLEETCOR TECHNOLOGIES	Fuel/Lubricants	596.04



**ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT**  
**BUDGET EXPENDITURE DETAIL**  
**FISCAL YEAR 2018/2019**  
**MARCH 2019**

Account Number	Expenditure Account	Budgeted 2018/2019	Current Expenditure	Expenditures to Date	Funds Available	% Left
<b>2000</b>	<b>SERVICES &amp; SUPPLIES</b>					
20207600	Office Supplies	500.00		122.78	377.22	75%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	2,000.00		2.69	1,997.31	100%
20206100	Membership Dues	1,000.00		295.00	705.00	71%
20210300	Agricultural/Horticultural Service	12,000.00	975.00	4,200.00	7,800.00	65%
20210400	Agricultural/Horticultural Supply	15,000.00		1,027.31	13,972.69	93%
20211200	Building Maint. Supplies	10,000.00	582.03	4,264.96	5,735.04	57%
20212200	Chemicals	30,000.00		17,379.59	12,620.41	42%
20213100	Electrical Maint. Service	6,000.00		9,463.64	(3,463.64)	-58%
20213200	Electrical Maint. Supplies	2,000.00		478.07	1,521.93	76%
20203500	Education/Training Service	3,000.00	100.00	615.00	2,385.00	80%
20214100	Land Improv. Maint. Service	20,000.00		1,500.00	18,500.00	93%
20214200	Land Improv. Maint. Supplies	46,000.00	1,737.93	10,834.86	35,165.14	76%
20215100	Mechanical System Maint. Ser	10,000.00		6,146.41	3,853.59	39%
20215200	Mechanical System Maint. Sup	3,000.00		1,247.16	1,752.84	58%
20216200	Painting Supplies	1,500.00		115.68	1,384.32	92%
20216700	Plumbing Maint. Service	1,000.00	525.00	1,135.00	(135.00)	-14%
20216800	Plumbing Maint. Supplies	4,000.00	52.93	1,184.75	2,815.25	70%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	18,000.00	146.20	8,149.37	9,850.63	55%
20218500	Permit Charges	2,000.00	724.00	2,465.75	(465.75)	-23%
20219100	Electricity	83,000.00		54,365.66	28,634.34	34%
20219200	Natural Gas / LPG/ Fuel Oil	30,000.00	2,316.68	16,439.12	13,560.88	45%
20219300	Refuse Collection / Disposal Service	24,000.00	1,240.58	15,862.93	8,137.07	34%
20219500	Sewage Disposal Service	14,000.00	869.64	8,489.42	5,510.58	39%
20219800	Water	51,000.00	1,724.00	41,850.25	9,149.75	18%
20219900	Telephone System Maintenance	3,000.00	95.00	95.00	2,905.00	97%
20220500	Auto Maintenance Service	6,000.00	621.02	994.26	5,005.74	83%
20220600	Auto Maintenance Supplies	6,000.00	29.50	1,754.90	4,245.10	71%
20221200	Construction Equip. Maint. Sup.	500.00		40.60	459.40	92%
20222600	Expendable Tools	4,000.00	104.45	1,928.44	2,071.56	52%
20223600	Fuel & Lubricants	18,000.00	596.04	9,816.97	8,183.03	45%
20227500	Rent/Lease Equipment	5,000.00	138.59	2,562.74	2,437.26	49%
20228100	Shop Equip. Maint. Service	2,000.00		79.45	1,920.55	96%
20228200	Shop Equip. Maint. Supplies	7,000.00	158.32	3,953.47	3,046.53	44%
20229100	Other Equip. Maint. Service	2,500.00		221.67	2,278.33	91%
20229200	Other Equip. Maint. Supplies	4,000.00		1,434.72	2,565.28	64%
20231400	Clothing/Personal Supplies	4,000.00	104.30	1,029.28	2,970.72	74%
20232200	Custodial Supplies	20,000.00	712.70	11,290.41	8,709.59	44%
20250500	Accounting Services	3,000.00	2,600.00	2,600.00	400.00	13%
20252500	Engineering Services	15,000.00		14,330.76	669.24	4%
20253100	Legal Services	18,000.00		14,161.50	3,838.50	21%
20257100	Security Services	16,000.00	3,245.00	13,697.91	2,302.09	14%
20259100	Other Professional Services	38,000.00		27,395.96	10,604.04	28%
20289800	Other Operating Expenses Sup.	3,500.00		222.09	3,277.91	94%
	<b>SUB-TOTAL</b>	<b>567,000.00</b>	<b>19,398.91</b>	<b>315,245.53</b>	<b>251,754.47</b>	<b>44%</b>

<b>Account Number</b>	<b>Expenditure Account</b>	<b>Budgeted 2018/2019</b>	<b>Current Expenditure</b>	<b>Expenditures to Date</b>	<b>Funds Available</b>	<b>% Left</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	1,200.00		1,199.43	0.57	0%
	<b>SUB-TOTAL</b>	<b>1,200.00</b>	<b>-</b>	<b>1,199.43</b>	<b>0.57</b>	<b>0%</b>
<b>4000</b>	<b>FIXED ASSETS</b>					
42420200	Struc. & Improvements	110,000.00		-	110,000.00	100%
43430300	Equipment	70,000.00		-	70,000.00	100%
	<b>SUB-TOTAL</b>	<b>180,000.00</b>	<b>-</b>	<b>-</b>	<b>180,000.00</b>	<b>0%</b>
	<b>GRAND TOTAL</b>	<b>748,200.00</b>	<b>19,398.91</b>	<b>316,444.96</b>	<b>431,755.04</b>	<b>58%</b>



**ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT  
BUDGET EXPENDITURE DETAIL  
FISCAL YEAR 2018/2019  
MARCH 2019**

<b>Account Number</b>	<b>Expenditure Account</b>	<b>Budgeted 2018/2019</b>	<b>Current Expenditures</b>	<b>Expenditures to Date</b>	<b>Funds Available</b>	<b>% Left</b>
<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	50.00		-	50.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20219800	Water	800.00	39.19	352.71	447.29	56%
20223600	Fuel & Lubricants	600.00	24.83	352.90	247.10	41%
20250500	Accounting Services	500.00	500.00	500.00	0.00	0%
20252500	Engineering Services	1,000.00		1,000.00	0.00	0%
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>5,430.00</b>	<b>564.02</b>	<b>2,205.61</b>	<b>3,224.39</b>	<b>59%</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>5,430.00</b>	<b>564.02</b>	<b>2,205.61</b>	<b>3,224.39</b>	<b>59%</b>



**ORANGEVALE RECREATION & PARK DISTRICT  
FINANCE COMMITTEE MEETING RECAP  
FRIDAY, MARCH 29, 2019  
8:00 AM**

**MEETING LOCATION:  
District Office – Activity Building  
6826 Hazel Avenue  
Orangevale, CA 95662**

1. **CALL TO ORDER** *The meeting was called to order at 8:10 a.m.  
Roll call: Director Brunberg (arrived at 8:30), Director Stickney, Administrator Foell, Finance/HR Superintendent Von Aesch, Recreation Supervisor Bain, Admin. Services Supervisor Woodford*
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. Capital Replacement, Capital Projects, and ADA Projects Discussion  
*Administrator Foell summarized the overall position of District's current finances. The possibility of purchasing property was discussed as being positive as only three years remain on the current loan. Directors asked Administrator Foell to research all available fund centers and other options for the purchase of property. The Capital Improvements list was thoroughly reviewed, and it was decided to revisit the Orangevale Community Center Park Master Plan.*
  - B. Discussion of District Employee Salaries and Benefits  
*Part-time salaries will continue to rise due to the yearly increase in the minimum wage. The Western States Cost of Living increase from March of 2018 to March of 2019 was 1%. The Directors recommended including a 2% COLA in the Preliminary Budget proposal to account for the need to keep a reasonable distance between part-time and full-time salaries and a 5% increase in the estimates for health care costs for 2019. Superintendent Von Aesch will evaluate the proposed COLA increase versus District family medical contribution increase and how these will relate to the full-time salary scale. SCERS continues to step up its fees a bit every year so it's likely that will cost more for the District this year. Director Brunberg proposed making extra payments to SCERS to pay down the unfunded liability. Director Brunberg presented an amortization schedule from another District that showed an additional payment of between 130-200K a year for 15 years could save the District approximately 700K. This will also be researched and brought to a future meeting.*
  - C. Discussion of the 2019/20 Preliminary Budget  
*Administrator Foell overviewed the current budget snapshot and highlighted projections. The anticipated income from Sacramento County came in approximately 1% less at 6% showing that the tax base growth could be slowing as predicted. He stated that the District should remain conservative in spending in anticipation of a correction that history shows is coming. Overall, last year (2017/18) continued the District's small budget surplus to increase the General Fund reserve. It is anticipated that this will continue for 2018/19*
5. **DIRECTOR'S AND STAFF'S COMMENTS**
6. **ITEMS FOR NEXT AGENDA**
7. **ADJOURNMENT** *The meeting was adjourned at 9:50 am*

# STAFF REPORT



DATE: 4-11-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: MONTHLY ACTIVITY REPORT – MARCH 2019

## ADMINISTRATION

- Administrator Foell attended the Orangevale Community Council Meeting on March 15<sup>th</sup>.
- Park Supt. Oropeza and Administrator Foell met with arborist Brian Davin to discuss the status of a heritage oak at Sundance Park.
- Administrator Foell, County staff, Matt Hedges, and Mr. and Mrs. Kovar met to discuss the issues they are experiencing with creek bank erosion at Sundance Park.
- Administrator Foell, Board Member Meraz attended the California Park and Recreation Conference at the Sacramento Convention Center from March 20-22.
- Administrator Foell and Supervisor Bain met with electrician Larry Staub to discuss the security and fire suppression service for the community center.
- Administrator Foell, Finance/HR Supt. Von Aesch, and auditor Larry Bain held a conference call with Eric Stern from SCERS regarding lowering the District's unfunded liability.
- Administrator Foell and Supervisor Bain participated in a conference call regarding a grant for exercise equipment.
- Board members Sharon Brunberg and Michael Stickney, Administrator Foell, Supt. Von Aesch and Supervisors Bain and Woodford attended Finance Committee meeting on March 29<sup>th</sup>.

## RECREATION

- Supervisor Bain went to a NCAMA meeting in March
- Supervisor Bain, Supervisor Woodford, Coordinator McAdam, Specialist Clark and Specialist Romine attended the CPRS conference in Sacramento from March 20-22.

March Activities	Enrollment	Attendance	Gross Revenue
<b>Classes</b>			
American Mohjong	3		\$ 13.00
Aerial Silks Skills	2		\$ 264.00
Aiki Jujitsu	10		\$ 513.00
Aikido Teen/Adult	2		\$ 282.00
Aikido Youth	6		\$ 436.00
Air Attack Flag Football	7		\$ 761.00
Ballet - Baby	10		\$ 420.00
Ballet - Pre Ballet	7		\$ 282.00
Dance - Cha Cha	2		\$ 104.00
Gymnastics - KinderGym	4		\$ 606.00
Gymnastics - Paren Participation	4		\$ 571.00
Gymnastics - Tot Gymnastics	5		\$ 713.00
Jazzercise		344	
Karate - Preschool	4		\$ 455.00
Karate - SA Shotokan	6		\$ 916.00

Mini Ninja	4		\$ 328.00
Parkour & Free Running	1		\$ 135.00
Pediatric CPR & First Aid	3		\$ 231.00
Pee Wee T-Ball	30		\$ 1,590.00
Simply Craftty Women		10	
Sunset Chef	7		\$ 154.00
Tai-Chi	5		\$ 216.00
Top Notch League	137		\$ 17,399.00
Top Notch Practice	12		\$ 1,245.00
TwirlSport Baton	3		\$ 126.00
TwirlSport Cheer	4		\$ 169.00
TwirlSport Tumbling	3		\$ 120.00
Ukulele	71		\$ 71.00
Yoga for Grown-Ups	4		\$ 198.00
<b>Classes Sub Total</b>	<b>351</b>	<b>354</b>	<b>\$ 28,041.00</b>
<b>Preschool</b>			
Kinder Kidz	20		\$ 5,445.00
Orange Blossoms	20		\$ 4,575.00
<b>Preschool Sub Total</b>	<b>40</b>	<b>0</b>	<b>\$ 10,020.00</b>
<b>SENIORS</b>			
Bridge	86		\$ 86.00
M.O.V.E. mid day movie		9	
Mens 50 + 3 on 3 Basketball	9		\$ 288.00
Senior Lunches		162	
<b>Seniors Sub Total</b>	<b>95</b>	<b>171</b>	<b>\$ 374.00</b>
<b>Trips</b>			
Collette : Travel Presentation		16	
Explore Tuscany	2		\$ 617.80
Mystery Trip	5		\$ 675.00
<b>Trips Sub Total</b>	<b>7</b>	<b>16</b>	<b>\$ 1,292.80</b>
<b>GRAND TOTAL</b>	<b>493</b>	<b>541</b>	<b>\$ 39,727.80</b>

**March Gross Revenue Recap** – March OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$39,742, \$7,758 under the projected amount. March recreation revenue came in at \$35,701, \$5,512 under the projected amount and facility revenue in came in at \$5,254, \$2,246 under the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart on the previous page represent revenue attributed to programs occurring in March.*

#### **PROGRAM HIGHLIGHTS**

- Air Attack Flag Football ran for the first time
- Spring Craft Fair vendors spaces are filled

#### **UPCOMING EVENTS**

- April 13, Creek Week
- April 20, Spring Rummage Sale
- April 27, Open House
- May 11, Spring Craft Fair

## **SECURITY**

**Fulton-El Camino Park District Police Department  
Monthly Status Report for: Orangevale Recreation and Park District  
Reporting Period: 2019-03-01 to 2019-03-31**

**No Report Submitted**

## **PARKS**

### **Park Infrastructure**

All Parks

- Nelson continues to do monthly playground inspections and takes care of repairs on site if necessary.
- Staff removed a large tree that fell across the DG walking trail at Shackleton Woods.
- Staff repaired over 60 feet of fence at Horse Arena and Oak and Filbert.
- Staff replaced several bollards at various Parks.

Mechanics

- Lucas continues to do basic maintenance on all vehicles and mowers.
- Lucas replaced the diesel tank to the chipper.
- Lucas installed a new reel with 175 feet of new hose on the pesticide sprayer. He attached the reel to the frame and added the extra hose for further reach.

### **Park Irrigation**

All Parks

- All irrigation is currently off.

### **Park Grounds**

All Parks

- Staff continues with basic detail maintenance in all parks and park restrooms.
- Staff continues with storm drain clean up during rainy days.
- Staff mowed all athletic field areas.

### **Other Reports**

- Staff continues to assist Recreation with Youth Center building rentals and program classes.
- Staff installed a new pad for a drinking fountain at Orangevale Community Park near the playground.
- All staff participated in the cleanup of the shop and installation of a 16ft X 12ft X3ft storage shelving unit.
- Bruce Edwards organized and led a second volunteer cleanup day at Disk Golf. Tree branch cleanup, tree pruning and chipping from Hole #5, #14, #15 and #16 was accomplished. Removing debris from nature area and golf course play area.
- Nelson Kirk, Curtis Bryant, Doug Fuhlrodt, and Horacio Oropeza repaired the Orangevale Community Pool cracks. Over 40 feet of cracks were sealed and re-plastered.
- Horacio Oropeza attended two days of the CPRS Conference and participated in leading one of four table discussions at one of the educational sessions.

# STAFF REPORT



DATE: 4-11-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVAL OF RESOLUTION 19-04-616 AUTHORIZING THE RENEWAL APPLICATION FOR THE STATE AND FEDERAL SURPLUS PROPERTY PROGRAM AND ESTABLISHING THE DISTRICT ADMINISTRATOR, PARK SUPERINTENDENT, FINANCE/HR SUPERINTENDENT, RECREATION SUPERVISOR, AND ADMINISTRATIVE SERVICES SUPERVISOR AS PURCHASING AGENTS**

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## **RECOMMENDATION**

Approve Resolution 19-04-616 authorizing the renewal application for the State and Federal Surplus Property Program and establishing the District Administrator, Park Superintendent, Finance/HR Superintendent, Recreation Supervisor, and Administrative Services Supervisor as purchasing agents for the District.

## **BACKGROUND**

The District participates in the State and Federal Surplus Property Program. The program allows the District to purchase surplus State and Federal property. To participate, agencies must periodically renew their application by resolution and authorize representatives from the agency as purchasing agents. The District has benefited from this program in the past by purchasing office furniture, office supplies, and vehicles at reasonable prices.

## **RECOMMENDED MOTION**

I move approval of Resolution 19-04-616 authorizing the renewal application for the State and Federal Surplus Property Program and establishing the District Administrator, Park Superintendent, Finance/HR Superintendent, Recreation Supervisor, and Administrative Services Supervisor as purchasing agents for the District.

## Greg Foell

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**From:** Ramey, Candice@DGS <Candice.Ramey@dgs.ca.gov>  
**Sent:** Monday, March 04, 2019 12:08 PM  
**To:** Greg Foell  
**Subject:** State, Special District, County, City, Public School -2019  
**Attachments:** SASP Form 202 -2019.xls; SASP Form 203 -2019.doc; SASP Form 204 -2019.xls; DEBARMENT 5-2018.doc; SASP Form 201 -2019.xls; Terms and Conditions 5-2018.doc

Dear Mr. Foell,

Thank you for your interest in establishing the eligibility of your organization to participate in the Federal Surplus Property Program. Attached to this email, please find several forms that must be completed and submitted to continue the process of your organization's eligibility review. Following the receipt of all required items, your organization's eligibility will be evaluated. If it appears your organization is eligible, you will receive an approval letter; however, if it is determined that your organization is ineligible, you will be notified by mail and all your client's documents will be returned.

The chief administrative officer is to complete, sign and submit one original Form 201, Form 202, Form 203, Form 204, Terms and Conditions, and complete the Federal General Services Administration Certification Form regarding debarment. Please be advised that no stamped or photocopied signatures will be accepted on any document, only original signatures and forms are accepted. On the Form 202, Section A, please print no more than five names of individuals who will be authorized to screen and obtain surplus property on behalf of your organization and include their titles and original signatures. Since you are not a State Agency, you may skip section C, but please complete Section B

Please send all correspondence and documents to my attention at the address listed on the forms. Incomplete or missing documents will delay the processing of your application. Please be aware that surplus property may only be obtained by eligible organizations directly from Federal or State facilities and eligible organizations are responsible for all service and handling fees involved to obtain property, including all transportation costs. Since we are a not-for-profit entity, our Service and Handling fees allow us to cover our overhead expenses. Our current Service and Handling fee for the Federal Program is based in an item's Original Acquisition Cost as follows: 9% of the OAC or \$100.00, whichever is greater.

Livestock fees will be the greater of either \$100 or \$20 a head.

Aircraft over \$100,000 shall have a \$5,000 service and handling fee.

*The fee for State surplus property will be based on the average auction price.*

Again, thank you for your interest in the Federal Surplus Property Program. Should you have further questions, please feel free to contact me.

Best wishes,

Candice Ramey  
Federal Surplus Property Program  
Eligibility Specialist  
1700 National Dr. Sacramento, CA 95834

**RESOLUTION** 19-04-616

"BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or Type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
A. <u>Greg Foell</u>	<u>District Administrator</u>	<u>[Signature]</u>	<u>greg@ovparks.com</u>
<u>Horacio Oropeza</u>	<u>Park Superintendent</u>		<u>horacio@ovparks.com</u>
<u>Jennifer VonAesch</u>	<u>Finance/HR Supt.</u>		<u>jennifer@ovparks.com</u>
<u>Jason Bain</u>	<u>Recreation Supervisor</u>		<u>jason@ovparks.com</u>
<u>Melyssa Woodford</u>	<u>Admin Ser. Supervisor</u>		<u>melyssa@ovparks.com</u>

\*Note: All signatures must be in original form. No copied or stamped signatures

B. The above resolution was PASSED AND ADOPTED this 11<sup>th</sup> day of April, 2019, by the Governing Board of the:  
Orangevale Recreation & Park District by the following vote: AYES: \_\_\_\_\_; NOES: \_\_\_\_\_; ABSENT: \_\_\_\_\_  
Agency Name

I, Greg Foell Clerk of the Governing Board known as Orangevale Recreation & Park District

Do hereby certify that the foregoing is a full, true and correct resolution adopted by the governing board of the below named organization at the meeting thereof held at its regular place of meeting on this date and by the vote above stated, a copy of said resolution is on file in the principap office of the Governing Board.

Signed by: [Signature]

Orangevale Recreation & Park District  
Name of Organization  
6826 Hazel Avenue  
Mailling Address  
Orangevale CA 95662 Sacramento  
City Zip Code County

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY

C. AUTHORIZED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by: \_\_\_\_\_  
Signature of Administrative Officer  
 \_\_\_\_\_  
Printed Name of Chief Administrative Officer Title  
 \_\_\_\_\_  
Organization Name Street Address  
 \_\_\_\_\_  
City ZIP Code County

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE: \_\_\_\_\_

**STATE OF CALIFORNIA  
APPLICATION FOR ELIGIBILITY  
STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

In completing this form please print or type information.

A. Name of Organization Orangevale Recreation & Park District Telephone 916 988-4373  
Address 6826 Hazel Ave City Orangevale County Sacramento Zip 95662  
E-Mail Address info@ovparks.com Fax Number \_\_\_\_\_

1. Application is being made as a (please check one) (a) Public agency  or (b) qualified nonprofit and tax-exempt organization . Check all spaces that apply and provide all requested data.

**B. PUBLIC AGENCY:** Check either state  or local

- Conservation
- Economic Development
- Education
- Grade Level \_\_\_\_\_  
(Preschool, K-12, college)
- Enrollment \_\_\_\_\_
- No. of faculty \_\_\_\_\_
- No. of days in school year \_\_\_\_\_
- Parks & Recreation
- Public Health
- Public Safety
- Two or more of above
- Other (specify) \_\_\_\_\_

**NONPROFIT AGENCY OR ORGANIZATION:**

- Education
- Grade Level \_\_\_\_\_  
(Preschool, K-12, college)
- School for the mentally or physically handicapped
- Enrollment \_\_\_\_\_
- No. of faculty \_\_\_\_\_
- No. of days in school year \_\_\_\_\_
- No. of school sites \_\_\_\_\_
- Educational radio or television station
- Museum
- Library
- Medical institution
- Hospital
- Health center
- Clinic
- Other (specify) \_\_\_\_\_

1. Are the applicant's services available to the public at large? yes . If only a specified group of people is served, please indicate who comprises this group. \_\_\_\_\_

2. Checklist of signed and completed documents submitted with this application:

- SASP Form No. 202 "Resolution," properly signed and approved by the Governing Board designating representatives, including their signatures, authorized to bind the applicant organization to service fees submitted by the State of California.
- SASP Form No. 203, nondiscrimination compliance assurance.
- Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion as required by the General Services Administration of the U.S. Government.
- Other statements or documentation required, as may be specified.

Printed Name and Title of Administrator or Director: Greg Foell District Administrator

Date: 4/5/19 Signature of Administrator or Director: Greg Foell

**FOR STATE SURPLUS AGENCY USE ONLY**

Application approved \_\_\_\_\_ Application disapproved \_\_\_\_\_

Comments or additional information: \_\_\_\_\_

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

Donee Number: \_\_\_\_\_ Billing Code: \_\_\_\_\_



**Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included  
On Agency Issued or Distribution Documents  
The Donee Certifies That:**

- 1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
- 2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the CSASP.
- 3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
- 4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
- 5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5),

**The Donee Agrees to the Following Federal Conditions:**

- 6) All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
  - 7) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
  - 8) In the event the Donee does not use the property as required by Sections C (1) and (2) below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.
- B) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of \$5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:**
- 1) The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
  - 2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
  - 3) In the event the property is not so used as required by Sections C (1) and (2), at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.
- C) The Donee Agrees to the Following Terms, Reservations and Restrictions:**
- 1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
  - 2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.
  - 3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
  - 4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.
- D) The donee Agrees to the Following Conditions, Applicable to all Items of Property:**
- 1) The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
  - 2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.
- E) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of \$5,000 or more in length or more, regardless of the purpose for which acquired.**

SIGNATURE: \_\_\_\_\_

*Greg Ford*

DATE: \_\_\_\_\_

4/5/19

**STATE OF CALIFORNIA  
 APPLICATION FOR ELIGIBILITY  
 STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (it may be helpful to refer to the US Census to determine the racial makeup of your service area at [www.factfinder.census.gov/](http://www.factfinder.census.gov/)). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

American Indian or Alaskan Native % <u>0.7</u>	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian / Pacific Islander % <u>3.1</u>	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black % <u>1.30</u>	Persons having origins in any of the black racial groups of Africa.
Hispanic % <u>9.0</u>	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White % <u>80.10</u>	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
Other % <u>4.2</u>	(Specify) <u>Two or more races 3.7, other .5</u>

Print Name Greg Foell

Title District Administrator

Signature 

Date 4/5/19

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

**This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 – for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which

this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, in eligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT	<i>Orangevale Recreation &amp; Park District</i>		
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	<i>Greg Foell District Administrator</i>		
SIGNATURE	<i>Greg Foell</i>	DATE	<i>4/5/19</i>

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED, SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975

Orangevale Recreation & Park District, (hereinafter called the "donee"),  
(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date \_\_\_\_\_ Orangevale Recreation & Park District  
Donee Organization

BY \_\_\_\_\_  
(President/Chairman of the Board  
or comparable authorized official)

Orangevale Recreation & Park District  
6826 Hazel Avenue  
Orangevale CA 95662  
Donee Mailing Address

# STAFF REPORT



DATE: 4-11-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVAL OF AGREEMENT WITH SIERRA STRIPING & SEALCOATING TO COMPLETE SEAL COATING AND STRIPING OF THREE PARKING LOTS AND ONE TRAIL IN THE AMOUNT OF \$51,995**

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## **RECOMMENDATION**

Approve the Agreement with Sierra Striping & Seal Coating to complete Seal Coating and Striping of three parking lots and one trail in the amount of \$51,995.

## **BACKGROUND**

The Board approved a project to seal coat and strip specified parking lots in the District as part of the 2018/19 Budget. The parking lots include the Oak & Filbert Lot at Orangevale Community Park, the Orangevale Community Center lot, the Coleman lot, and the Shackleton Woods Trail. Three quotes were received to complete the work as stated below. Staff recommends approving the low quote from Sierra Striping & Seal Coating in the amount of \$51,995.

Sierra Striping & Seal Coating, Inc.	\$51,995
Johnson & Sampson Construction, Inc. dba J&S Asphalt	\$58,849
Martin General Engineering, Inc.	\$85,000

## **RECOMMENDED MOTION**

I move we approve the Agreement with Sierra Striping & Sealcoating in the amount of \$51,995 and authorize the District Administrator to sign all contract documents.

## **AGREEMENT**

This Agreement is made and entered into this 11<sup>th</sup> day of April 2019, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and SIERRA STRIPING INC. & SEALCOATING, hereinafter referred to as "Contractor". Contractor will conduct, on behalf of the District, a project consisting of Sealcoating and Striping Parking Lots in Three District Parks and the Shackleton Woods Trail (the "Project"). The Project is located within Orangevale Recreation & Park District, 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:

Construct the sealcoating and striping of three District parking lots including the Oak & Filbert lot at Orangevale Community Park, the specified lot at Orangevale Community Center Park, the Coleman lot, and the Shackleton Woods Trail.

## **INVESTIGATION BY CONTRACTOR**

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, as shown in the construction quotes needed to complete the sealcoating and striping of three parking lots and the Shackleton Woods Trail in compliance with all applicable building codes, laws and regulations.

## **COMPLETION**

4. Contractor shall be required to begin work seven (7) 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 ten (10) 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: \$51,995. 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

SIERRA STRIPING INC. & SEALCOATING

By \_\_\_\_\_

Contractor's License Number: 651790

**EXHIBIT A**

**UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_ on the job of \_\_\_\_\_ located at \_\_\_\_\_ and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against labor and material bond on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_.

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

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

“NOTICE: THIS DOCUMENT WAIVES 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 RELEASE FORM.”



**EXHIBIT B**

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ for the labor, services, equipment, or material furnished to \_\_\_\_\_ on the job of \_\_\_\_\_ located at \_\_\_\_\_ and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to \_\_\_\_\_ through \_\_\_\_\_ only and does not cover any retentions retained before or after the release dates; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

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

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

“NOTICE: THIS DOCUMENT WAIVES 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 RELEASE FORM.”

**EXHIBIT C**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of \_\_\_\_\_ located at \_\_\_\_\_ to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to \_\_\_\_\_ through \_\_\_\_\_ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said parties should verify evidence of payment to the undersigned.

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

By \_\_\_\_\_



9725 Del Road, Suite A  
Roseville, Ca. 95747  
(916) 784-0430 Office (916) 784-9591 Fax

Parking Lot Striping ~ Asphalt Sealcoat ~Crackfill

CA. LIC. #651790  
State of CA SBE #11824  
DIR Registration #1000002790  
Bond Rate 1% Min. \$300  
www.sierrastriping.com

**ESTIMATE**  
**# 19-299**

DATE:	3/4/2019
BID DATE:	

ATTN: **Horacio**  
TO: Orangevale Recreation & Park Dist  
6826 Hazel Ave  
Orangevale, CA 95662

PROJECT:	OV Community Center
ADDRESS:	6826 Hazel Ave
CITY:	Orangevale
ESTIMATOR:	Eric Marttinen
<b>PREVAILING WAGE:</b>	<b>YES</b>

E-Mail: horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
1		HOT RUBBERIZED CRACKFILL	7,750.00
	1	LS Clean Out Cracks (1/4" To 1") In Pavement W/Compressed Air & Fill W/CRAFCO "SuperFlex HT" Hot Melt Crackfill Material. Squeegee to Provide Uniform Application.	
	1	Mobilization to Jobsite	
2		ASPHALT SEALCOATING	21,100.00
	120,000	SF - Sealcoat Asphalt Surface (approx. S.F.)..Broom and Air Sweep Asphalt Area Prior To Seal Application. Apply One (1) Coat Of Raynguard "STEELGUARD" Asphalt Pavement Sealer (Squeegee Applied Method).	
	65,000	SF - Sealcoat Asphalt Surface (approx. S.F.)..Broom and Air Sweep Asphalt Area Prior to Seal Application. Apply Two (2) Coats Of Raynguard "STEELGUARD" Asphalt Pavement Sealer (Squeegee Applied Method).	
	2	Mobilizations to Jobsite	
3		PARKING LOT STRIPING (1-Coat Paint)	5,100.00
	238	Parking Stalls (Single Line White)	
	22	New Parking Stalls (Single Line White)	
	1	New Crosshatched Area Island End	
	15	Handicapped Parking Stall (36" x 36" Symbol On Blue Background)	
	10	Crosshatched Area w/12" No Parking	
	6	Crosswalk 12" Lines	
	2	Painted Speed Bump	
	7	Directional Arrows	
	2	Mobilizations to Jobsite	
*****CONTINUE TO NEXT PAGE*****			

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.

The above prices, specifications and provisions are satisfactory and are hereby accepted. If a work order or purchase order is required, please provide us the number.

Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

<b>TOTAL</b>
--------------

Date of Acceptance: \_\_\_\_\_ By: \_\_\_\_\_ JOB / PO / WO #: \_\_\_\_\_



9725 Del Road, Suite A  
Roseville, Ca. 95747  
(916) 784-0430 Office (916) 784-9591 Fax

Parking Lot Striping ~ Asphalt Sealcoat ~Crackfill

CA. LIC. #651790  
State of CA SBE #11824  
DIR Registration #1000002790  
Bond Rate 1% Min. \$300  
www.sierrastriping.com

**ESTIMATE**  
**# 19-299**

DATE:	3/4/2019
BID DATE:	

ATTN: **Horacio**  
TO: Orangevale Recreation & Park Dist  
6826 Hazel Ave  
Orangevale, CA 95662

PROJECT:	OV Community Center
ADDRESS:	6826 Hazel Ave
CITY:	Orangevale
ESTIMATOR:	Eric Marttinen
<b>PREVAILING WAGE: YES</b>	

E-Mail: horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
A		PAINTED CURBS..... **** ADD \$1,460.00 ****	
	1,517	LF Red Curb w/ 3" No Parking Fire Lane	
	140	LF Blue Curb	
	70	LF Yellow Curb	
		NOTE: This proposal EXCLUDES the following item(s): A) All Other Striping or Signage Not Listed Above	

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will be become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.

The above prices, specifications and provisions are satisfactory and are hereby accepted If a work order or purchase order is required, please provide us the number.

Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

**TOTAL \$33,950.00**

Date of Acceptance: \_\_\_\_\_ By: \_\_\_\_\_ JOB / PO / WO #: \_\_\_\_\_



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CA. LIC. #651790  
State of CA SBE #11824  
DIR Registration #1000002790  
Bond Rate 1% Min. \$300  
www.sierrastriping.com

**ESTIMATE**  
**# 19-294**

DATE:	3/4/2019
BID DATE:	

ATTN: **Horacio Oropeza**  
TO: Orangevale Recreation & Park Dist  
6826 Hazel Ave  
Orangevale, CA 95662

PROJECT:	Oak and Filbert
ADDRESS:	7301 Filbert Ave
CITY:	Orangevale
ESTIMATOR:	Eric Marttinen
<b>PREVAILING WAGE:</b>	<b>YES</b>

E-Mail: horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
1		HOT RUBBERIZED CRACKFILL	2,595.00
	1	LS Clean Out Cracks (1/4" To 1") In Pavement W/Compressed Air & Fill W/CRAFCO "SuperFlex HT" Hot Melt Crackfill Material. Squeegee to Provide Uniform Application.	
	1	Mobilization to Jobsite	
2		ASPHALT SEALCOATING (1-Coat Seal)	7,250.00
	26,000	SF - Sealcoat Asphalt Surface (approx. S.F.)..Broom and Air Sweep Asphalt Area Prior To Seal Application. Apply One (1) Coat Of Raynguard "STEELGUARD" Asphalt Pavement Sealer (Squeegee Applied Method).	
		ADDITIONAL COAT OF SEAL IN ALLIGATORED AREAS	
	14,320	SF - Sealcoat Asphalt Surface (approx. S.F.)..Broom and Air Sweep Asphalt Area Prior to Seal Application. Apply Two (2) Coats Of Raynguard "STEELGUARD" Asphalt Pavement Sealer (Squeegee Applied Method).	
	1	Mobilization to Jobsite	
3		PARKING LOT STRIPING (1-Coat Paint)	1,650.00
	60	Parking Stalls (Single Line White)	
	3	Handicapped Parking Stall (36" x 36" Symbol On Blue Background)	
	2	Crosshatched Area w/12" No Parking	
	2	Painted Speed Bump	
	1	Mobilization to Jobsite	
		NOTE: This proposal EXCLUDES the following item(s): A) All Other Striping or Signage Not Listed Above	

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.

The above prices, specifications and provisions are satisfactory and are hereby accepted. If a work order or purchase order is required, please provide us the number.

Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

<b>TOTAL</b>	<b>\$11,495.00</b>
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Date of Acceptance: \_\_\_\_\_ By : \_\_\_\_\_ JOB / PO / WO #: \_\_\_\_\_



9725 Del Road, Suite A  
Roseville, Ca. 95747

(916) 784-0430 Office (916) 784-9591 Fax

Parking Lot Striping ~ Asphalt Sealcoat ~Crackfill

CA. LIC. #651790  
State of CA SBE #11824  
DIR Registration #1000002790  
Bond Rate 1% Min. \$300  
www.sierrastriping.com

**ESTIMATE**  
**# 19-279**

DATE:	3/1/2019
BID DATE:	

**ATTN:** Horacio Oropeza  
**TO:** Orangevale Recreation & Park Dist  
6826 Hazel Ave  
Orangevale, CA 95662

<b>PROJECT:</b>	Colman School Small Lot
<b>ADDRESS:</b>	6545 Beech Ave
<b>CITY:</b>	Orangevale
<b>ESTIMATOR:</b>	Eric Marttinen
<b>PREVAILING WAGE:</b>	YES

**E-Mail:** horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
1		ASPHALT SEALCOATING (1-Coat Seal)	2,500.00
	1	LS. Clean Out Cracks In Asphalt & Fill W/Allstate "FLEX CRAC" Cold Applied Crackfill Material. Squeegee To Provide Uniform Application.	
	9,150	SF - Sealcoat Asphalt Surface (approx. S.F.)..Broom and Air Sweep Asphalt Area Prior To Seal Application. Apply One (1) Coat Of Raynguard "STEELGUARD" Asphalt Pavement Sealer (Squeegee Applied Method).	
	1	Mobilization to Jobsite	
1A		OPTION 1A: ADDITIONAL COAT OF SEAL..... *** ADD \$1,500.00 ***	
	9,150	SF - Sealcoat Asphalt Surface (approx. S.F.)..Broom and Air Sweep Asphalt Area Prior to Seal Application. Apply Two (2) Coats Of Raynguard "STEELGUARD" Asphalt Pavement Sealer (Squeegee Applied Method).	
2		PARKING LOT STRIPING (1-Coat Seal)	700.00
	18	Parking Stalls (Single Line White)	
	1	Crosshatched Area w/12" No Parking	
	1	Mobilization to Jobsite	
2A		OPTION 2A: PAINTED CURB..... *** ADD \$50.00 ***	
	65	LF Red Curb w/ 3" No Parking Fire Lane	
		NOTE: This proposal EXCLUDES the following item(s): A) All Other Striping or Signage Not Listed Above B) Pressure Washing & Removal of Debris	

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.

The above prices, specifications and provisions are satisfactory and are hereby accepted. If a work order or purchase order is required, please provide us the number.

Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

<b>TOTAL</b>	<b>\$3,200.00</b>
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**Date of Acceptance:** \_\_\_\_\_ **By :** \_\_\_\_\_ **JOB / PO / WO #:** \_\_\_\_\_



Parking Lot Striping ~ Asphalt Sealcoat ~Crackfill

**ESTIMATE  
# 19-285**

CA. LIC. #651790  
 State of CA SBE #11824  
 DIR Registration #1000002790  
 Bond Rate 1% Min. \$300  
 www.sierrastriping.com

DATE:	3/4/2019
BID DATE:	

9725 Del Road, Suite A  
 Roseville, Ca. 95747  
 (916) 784-0430 Office (916) 784-9591 Fax

ATTN: **Horacio Oropeza**  
 TO: Orangevale Recreation & Park Dist  
 6826 Hazel Ave  
 Orangevale, CA 95662

PROJECT:	Shackleton Woods Trail
ADDRESS:	6826 Hazel Ave
CITY:	Orangevale
ESTIMATOR:	Eric Marttinen
<b>PREVAILING WAGE:</b>	<b>YES</b>

E-Mail: horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
1		ASPHALT SEALCOATING (1-Coat Seal)	2,400.00
	1	LS. Clean Out Cracks In Asphalt & Fill W/Allstate "FLEX CRAC" Cold Applied Crackfill Material. Squeegee To Provide Uniform Application.	
	8,568	SF - Sealcoat Asphalt Surface (approx. S.F.)..Broom and Air Sweep Asphalt Area Prior To Seal Application. Apply One (1) Coat Of Raynguard "STEELGUARD" Asphalt Pavement Sealer (Squeegee Applied Method).	
	1	Mobilization to Jobsite	
1A		OPTION 1A: ADDITIONAL COAT OF SEAL ..... **** ADD \$1,200.00 ****	
2		WALKING TRAIL STRIPING (1-Coat Paint)	950.00
	714	LF Skip Line (4" Yellow)	
	2	Diamonds Around Bollards (Yellow)	
	1	Limit Line (12" Wide White)	
	1	Mobilization to Jobsite	
		NOTE: This proposal EXCLUDES the following item(s): A) All Other Striping or Signage Not Listed Above	

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.

<b>TOTAL</b>	<b>\$3,350.00</b>
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The above prices, specifications and provisions are satisfactory and are hereby accepted. If a work order or purchase order is required, please provide us the number.

Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

Date of Acceptance: \_\_\_\_\_ By: \_\_\_\_\_ JOB / PO / WO #: \_\_\_\_\_

# STAFF REPORT



DATE: 4-11-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVAL OF AGREEMENT WITH J&S ASPHALT TO REPAIR CRACKS, RE-SURFACE AND STRIPE THE ALMOND PARK TENNIS COURTS IN THE AMOUNT OF \$25,042**

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## **RECOMMENDATION**

Approve the Agreement with J&S Asphalt to repair cracks, re-surface and stripe the Almond Tennis Courts in the amount of \$25,042.

## **BACKGROUND**

This project was scheduled to be completed as part of the District's Capital Replacement Plan. The Board approved the project to repair cracks, re-surface and stripe the Almond Tennis Courts in the 2018/19 Budget in an amount of \$15,000. In addition, the project included construction of an ADA pathway from the existing path up to the tennis courts. The pathway project was completed earlier this year at a cost of \$6,620. The low quote for the project is from J&S Asphalt in the amount of \$25,042. The project is \$16,662 over initial projections. Staff recommends that due to the width of cracking (separation of the asphalt) a more extensive crack repair should be done to improve the longevity of the repair. This includes 382 linear feet of repair which increased the project by \$7,550. Staff recommends that resources be shifted from the Pecan ADA Bridge & Rough Trail project which won't be completed this fiscal year to complete this project.

J&S Asphalt	\$25,042
Sierra Striping & Sealcoating	\$26,950

## **RECOMMENDED MOTION**

I move we approve the Agreement with J&S Asphalt to complete the crack repairs, re-surfacing and striping of the Almond Park Tennis Courts in the amount of \$25,042 and authorize the District Administrator to sign the contract documents.



## **AGREEMENT**

This Agreement is made and entered into this 11<sup>th</sup> day of April 2019, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and JOHNSON & SAMPSON CONSTRUCTION, INC. DBA J&S ASPHALT, hereinafter referred to as "Contractor". Contractor will conduct, on behalf of the District, a project consisting of Crack Repair, Resurfacing and Striping the Tennis Courts at Almond Park (the "Project"). The Project is located within Almond Park, 5901 Almond 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:

Construct the crack repair, re-surfacing and striping of the Almond Park Tennis Courts.

## **INVESTIGATION BY CONTRACTOR**

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, as shown in the construction quotes needed to complete the crack repair, re-surfacing and striping of the Almond Park Tennis Courts in compliance with all applicable building codes, laws and regulations.

## **COMPLETION**

4. Contractor shall be required to begin work seven (7) 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 ten (10) 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: \$25,042. 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

JOHNSON & SAMPSON CONSTRUCTION INC. DBA  
J&S ASPHALT

By \_\_\_\_\_

4512 Yankee Hill Court, Rocklin, CA 95677  
Contractor's License Number: A748240

**EXHIBIT A**

**UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_ on the job of \_\_\_\_\_ located at \_\_\_\_\_ and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against labor and material bond on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_.

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

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

“NOTICE: THIS DOCUMENT WAIVES 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 RELEASE FORM.”

**EXHIBIT B**

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ for the labor, services, equipment, or material furnished to \_\_\_\_\_ on the job of \_\_\_\_\_ located at \_\_\_\_\_ and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to \_\_\_\_\_ through \_\_\_\_\_ only and does not cover any retentions retained before or after the release dates; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

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

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

“NOTICE: THIS DOCUMENT WAIVES 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 RELEASE FORM.”

**EXHIBIT C**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of \_\_\_\_\_ located at \_\_\_\_\_ to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to \_\_\_\_\_ through \_\_\_\_\_ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said parties should verify evidence of payment to the undersigned.

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

By \_\_\_\_\_



<b>To:</b> ORANGEVALE RECREATION & PARK DISTRICT	<b>Phone:</b> 916-988-4373	<b>Date:</b> 04/05/2019
<b>Address:</b> 6826 HAZEL AVE ORANGEVALE, CA 95662	<b>Fax:</b> 916-988-3496	<b>Job Name:</b> ALMOND PARK TENNIS COURTS
<b>Contact:</b> HORACIO OROPEZA	<b>Rqst No:</b> 28780-29104	<b>Address:</b> 5901 ALMOND AVE. ORANGEVALE, CA 95662-____
<b>JS Job #:</b>		

**ALL MATERIAL AND LABOR NEEDED TO:**

1. AIR BLOW CRACKS WITH COMPRESSED AIR AND FILL WITH NOVA BOND W/AGGREGATE TO FILL CRACKS. (382-LF.)
2. SAND AND PREP CRACK REPAIRS FOR SURFACING PRODUCTS.
3. AIR BLOW SURFACE AND APPLY ONE COAT OF "LAYKOLD" ACRYLIC RE-SURFACER TO 14,400-SF.
4. APPLY TWO COATS OF ACRYLIC TENNIS COURT COLOR COATING TO CENTER PLAYING AREA.
5. APPLY TWO COATS OF 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:\$17,492.00

**OPTION:**

1. SUPPLY,PREP AND INSTALL RITEWAY CRACK REPAIR SYSTEM TO 382-LF. OF CRACKS.
- OPTION TOTAL: \$7,550.00 (THIS IS A NET AFTER DEDUCTING CRACK FILLING FROM BASE BID)**

**\*PREVAILING WAGE INCLUDED\***

Estimate Summary Info:	
<b>Estimate Total:</b>	<b>\$17,492.00</b>
<b>Estimate Terms:</b>	<b>net15</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 INFORMAITON.

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



Parking Lot Striping ~ Asphalt Sealcoat ~ Crackfill ~ Game Court Surfacing

**ESTIMATE  
# 18-1516**

CA. LIC. #651790  
State of CA SBE #11824  
DIR Registration #1000002790  
Bond Rate 1% Min. \$300  
www.sierrastriping.com

DATE:	11/9/2018
BID DATE:	

9725 Del Road, Suite A  
Roseville, Ca. 95747  
(916) 784-0430 Office (916) 784-9591 Fax

ATTN: **Horacio Oropeza**  
TO: Orangevale Recreation & Park Dist  
6826 Hazel Ave  
Orangevale, CA 95662

PROJECT:	Almond Park Tennis Court
ADDRESS:	5901 Almond Ave
CITY:	Orangevale
ESTIMATOR:	Eric Marttinen
<b>PREVAILING WAGE:</b>	<b>YES</b>

E-Mail: horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
1		TENNIS COURT CRACKFILL, SURFACING & STRIPING: Two Tennis Courts	26,950.00
	8,784	SF - Pressure wash court surface prior to crackfill and surfacing.	
	373	LF - Fill cracks with a patch mix of Nova Bond, cement and sand. Sand ridges to create a smooth surface.	
	8,784	SF - Squeegee apply one (1) coat of Nova Surface acrylic resurfacers with added sand. Sand and scrape to remove ridges caused from application.	
	8,784	SF - Squeegee apply two (2) coats of Nova Coat acrylic color with added sand. Sand and scrape between coats to remove ridges caused from application. Nova Green color will be used for court playing area and Red color will be used for surrounding areas.	
	2	EA - Stripe tennis courts to official layout with 2-coats of white paint (professional taped method). Stripe pickleball courts to official layout with 2-coats of blue paint (professional taped method).	
	1	Mobilization to Jobsite (approx. 7 days of work)	
		NOTE: This proposal EXCLUDES the following item(s): A) Leveling Low "Birdbath" Areas on Courts B) Asphalt & Concrete Repair C) Warranty of Crackfill (Cracks May Reappear) D) Removing & Reinstalling of Nets	
A		OPTION A: RESTRIPE PARKS (1-Coat Paint)	
		5901 Pecan Ave	1,175.00
		5901 Almond Ave	1,680.00
		6826 Hazel Ave	2,500.00
		7208 Hazel Ave	1,600.00
		6745 Hazel Ave	1,545.00
		7301 Filbert Ave	1,525.00
B		OPTION B: PAINTED CURBS AT ALL PARKS LISTED ABOVE .....**** ADD \$1,950.00 ***	

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.

The above prices, specifications and provisions are satisfactory and are hereby accepted. If a work order or purchase order is required, please provide us the number.

Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

**TOTAL \$36,975.00**

Date of Acceptance: \_\_\_\_\_ By: \_\_\_\_\_ JOB / PO / WO #: \_\_\_\_\_

# STAFF REPORT



DATE: 4-11-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVAL OF AGREEMENT WITH SIERRA STRIPING & SEALCOATING TO COMPLETE THE STRIPING OF FIVE PARKING LOTS IN THE AMOUNT OF \$7,745**

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## **RECOMMENDATION**

Approve the Agreement with Sierra Striping & Sealcoating to complete the striping of five parking lots in the amount of \$7,745.

## **BACKGROUND**

The Board approved a project to seal coat and stripe specified parking lots in the District as part of the 2018/19 Budget. The parking lots in need of re-striping include Almond Park, Pecan Park, Youth Center Park, and the Horse Arena and Disc Golf lots at Orangevale Community Park.

## **RECOMMENDED MOTION**

I move we approve the Agreement with Sierra Striping & Sealcoating to complete the striping of five parking lots in the amount of \$7,745 and authorize the District Administrator to sign the contract documents.



## **AGREEMENT**

This Agreement is made and entered into this 11<sup>th</sup> day of April 2019, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and SIERRA STRIPING INC. & SEALCOATING, hereinafter referred to as "Contractor". Contractor will conduct, on behalf of the District, a project consisting of Striping Parking Lots in Five District Parks (the "Project"). The Project is located within Orangevale Recreation & Park District, 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:

Construct the striping of five District parking lots including Almond Park, Pecan Park, Youth Center Park, and the Horse Arena and Disc Golf lots at Orangevale Community Park.

## **INVESTIGATION BY CONTRACTOR**

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, as shown in the construction quotes needed to complete the striping of five parking lots in compliance with all applicable building codes, laws and regulations.

## **COMPLETION**

4. Contractor shall be required to begin work seven (7) 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 ten (10) 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: \$7,745. 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

SIERRA STRIPING INC. & SEALCOATING

By \_\_\_\_\_

Contractor's License Number: 651790

**EXHIBIT A**

**UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_ on the job of \_\_\_\_\_ located at \_\_\_\_\_ and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against labor and material bond on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_.

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

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

“NOTICE: THIS DOCUMENT WAIVES 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 RELEASE FORM.”

**EXHIBIT B**

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ for the labor, services, equipment, or material furnished to \_\_\_\_\_ on the job of \_\_\_\_\_ located at \_\_\_\_\_ and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to \_\_\_\_\_ through \_\_\_\_\_ only and does not cover any retentions retained before or after the release dates; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

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

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

“NOTICE: THIS DOCUMENT WAIVES 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 RELEASE FORM.”

**EXHIBIT C**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of \_\_\_\_\_ located at \_\_\_\_\_ to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to \_\_\_\_\_ through \_\_\_\_\_ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said parties should verify evidence of payment to the undersigned.

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

By \_\_\_\_\_



9725 Del Road, Suite A  
Roseville, Ca. 95747  
(916) 784-0430 Office (916) 784-9591 Fax

Parking Lot Striping ~ Asphalt Sealcoat ~Crackfill

CA. LIC. #651790  
State of CA SBE #11824  
DIR Registration #1000002790  
Bond Rate 1% Min. \$300  
www.sierrastriping.com

**ESTIMATE**  
**# 19-288**

DATE:	3/4/2019
BID DATE:	

**ATTN:** Horacio  
**TO:** Orangevale Recreation & Park Dist  
6826 Hazel Ave  
Orangevale, CA 95662

<b>PROJECT:</b>	Almond Park
<b>ADDRESS:</b>	5901 Almond Ave
<b>CITY:</b>	Orangevale
<b>ESTIMATOR:</b>	Eric Marttinen
<b>PREVAILING WAGE:</b>	YES

E-Mail: horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
1		PARKING LOT STRIPING (1-Coat Paint)	
	57	Parking Stalls (Single Line White)	
	2	Handicapped Parking Stall (36" x 36" Symbol On Blue Background)	
	3	Crosshatched Area w/12" No Parking	
	1	Crosshatched Area (20' x 20')	
	1	Crosshatched Area (20' x 26')	
	1	Mobilization to Jobsite	
A		OPTION A: PAINTED CURB ..... *** ADD \$60.00 ***	
	70	LF Red Curb w/ 3" No Parking Fire Lane	
		NOTE: This proposal EXCLUDES the following item(s): A) All Other Striping or Signage Not Listed Above	
			1,685.00

**TOTAL \$1,685.00**

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will be become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.  
The above prices, specifications and provisions are satisfactory and are hereby accepted If a work order or purchase order is required, please provide us the number.  
Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

Date of Acceptance: \_\_\_\_\_ By: \_\_\_\_\_ JOB / PO / WO #: \_\_\_\_\_



9725 Del Road, Suite A  
Roseville, Ca. 95747

(916) 784-0430 Office (916) 784-9591 Fax

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State of CA SBE #11824  
DIR Registration #1000002790  
Bond Rate 1% Min. \$300  
www.sierrastriping.com

**ESTIMATE**  
**# 19-289**

DATE:	3/4/2019
BID DATE:	

ATTN: **Horacio**  
TO: Orangevale Recreation & Park Dist  
6826 Hazel Ave  
Orangevale, CA 95662

PROJECT:	Pecan Park
ADDRESS:	5901 Pecan Ave
CITY:	Orangevale
ESTIMATOR:	Eric Marttinen
<b>PREVAILING WAGE:</b>	<b>YES</b>

E-Mail: horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
1		PARKING LOT STRIPING (1-Coat Paint)	1,250.00
	37	Parking Stalls (Single Line White)	
	2	Handicapped Parking Stall (36" x 36" Symbol On Blue Background)	
	1	Crosshatched Area w/12" No Parking	
	1	Mobilization to Jobsite	
		NOTE: This proposal EXCLUDES the following item(s): A) All Other Striping or Signage Not Listed Above	

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will be become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.

The above prices, specifications and provisions are satisfactory and are hereby accepted. If a work order or purchase order is required, please provide us the number.

Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

<b>TOTAL</b>	<b>\$1,250.00</b>
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Date of Acceptance: \_\_\_\_\_ By: \_\_\_\_\_ JOB / PO / WO #: \_\_\_\_\_



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State of CA SBE #11824  
DIR Registration #1000002790  
Bond Rate 1% Min. \$300  
www.sierrastriping.com

**ESTIMATE  
# 19-292**

DATE:	3/4/2019
BID DATE:	

ATTN: **Horacio**  
TO: Orangevale Recreation & Park Dist  
6826 Hazel Ave  
Orangevale, CA 95662

PROJECT:	Horse Arena
ADDRESS:	7145 Filbert Ave
CITY:	Orangevale
ESTIMATOR:	Eric Marttinen
<b>PREVAILING WAGE:</b>	<b>YES</b>

E-Mail: horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
1		PARKING LOT STRIPING (1-Coat Paint)	1,300.00
	52	Parking Stalls (Single Line White)	
	2	Handicapped Parking Stall (36" x 36" Symbol On Blue Background)	
	2	Crosshatched Area w/12" No Parking	
	1	Mobilization to Jobsite	
		NOTE: This proposal EXCLUDES the following item(s): A) All Other Striping or Signage Not Listed Above	

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will be become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.

The above prices, specifications and provisions are satisfactory and are hereby accepted. If a work order or purchase order is required, please provide us the number.

Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

<b>TOTAL</b>	<b>\$1,300.00</b>
--------------	-------------------

Date of Acceptance: \_\_\_\_\_ By: \_\_\_\_\_ JOB / PO / WO #: \_\_\_\_\_





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(916) 784-0430 Office (916) 784-9591 Fax

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State of CA SBE #11824  
DIR Registration #1000002790  
Bond Rate 1% Min. \$300  
www.sierrastriping.com

**ESTIMATE  
# 19-293**

DATE:	3/4/2019
BID DATE:	

**ATTN: Horacio**  
**TO: Orangevale Recreation & Park Dist**  
6826 Hazel Ave  
Orangevale, CA 95662

<b>PROJECT:</b>	Disk Golf (Final 9)
<b>ADDRESS:</b>	7208 Hazel Ave
<b>CITY:</b>	Orangevale
<b>ESTIMATOR:</b>	Eric Marttinen
<b>PREVAILING WAGE:</b>	YES

**E-Mail:** horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
1		PARKING LOT STRIPING (1-Coat Paint)	1,785.00
	60	Parking Stalls (Single Line White)	
	2	Handicapped Parking Stall (36" x 36" Symbol On Blue Background)	
	1	Crosshatched Area w/12" No Parking	
	4	Directional Arrows	
	211	LF Red Line (6" Wide)	
	1	Mobilization to Jobsite	
		NOTE: This proposal EXCLUDES the following item(s): A) All Other Striping or Signage Not Listed Above	

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.

The above prices, specifications and provisions are satisfactory and are hereby accepted. If a work order or purchase order is required, please provide us the number.

Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

<b>TOTAL</b>	<b>\$1,785.00</b>
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**Date of Acceptance:** \_\_\_\_\_ **By:** \_\_\_\_\_ **JOB / PO / WO #:** \_\_\_\_\_



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DIR Registration #1000002790  
Bond Rate 1% Min. \$300  
www.sierrastriping.com

**ESTIMATE  
# 19-296**

DATE:	3/4/2019
BID DATE:	

ATTN: **Horacio**  
TO: Orangevale Recreation & Park Dist  
6826 Hazel Ave  
Orangevale, CA 95662

PROJECT:	Youth Center
ADDRESS:	6745 Hazel Ave
CITY:	Orangevale
ESTIMATOR:	Eric Marttinen
<b>PREVAILING WAGE:</b>	<b>YES</b>

E-Mail: horacio@ovparks.com

ITEM #	QTY	DESCRIPTION	TOTAL
1		PARKING LOT STRIPING (1-Coat Paint)	1,725.00
	88	Parking Stalls (Single Line White)	
	4	Handicapped Parking Stall (36" x 36" Symbol On Blue Background)	
	3	Crosshatched Area w/12" No Parking	
	1	Mobilization to Jobsite	
A		OPTION A: PAINTED CURBS..... **** ADD \$275.00 ****	
	300	LF Red Curb w/ 3" No Parking Fire Lane	
		NOTE: This proposal EXCLUDES the following item(s): A) All Other Striping or Signage Not Listed Above	

ACCEPTANCE OF PROPOSAL: Work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will become an extra charge. Unless otherwise stated in the estimate the area should be clean of dirt, debris and all obstacles. If we are required to clean prior to work or return because of obstacles in our area of work this will become an extra charge. Unless stated any work done on week-ends will be subject to additional charges.

The above prices, specifications and provisions are satisfactory and are hereby accepted. If a work order or purchase order is required, please provide us the number.

Sierra Striping is authorized to do the work specified. Payment will be due upon completion and/or receipt of invoice. Prices are only good for the next 6 months. Subject to material and labor increases after that time.

<b>TOTAL</b>	<b>\$1,725.00</b>
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Date of Acceptance: \_\_\_\_\_ By: \_\_\_\_\_ JOB / PO / WO #: \_\_\_\_\_

# STAFF REPORT



DATE: 4-11-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVAL OF RESOLUTION 19-04-617, RESOLUTION TO IMPLEMENT AN OUTDOOR FITNESS COURT AT ORANGEVALE COMMUNITY PARK**

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## **RECOMMENDATION**

Approve Resolution 19-04-617, Resolution to implement an outdoor fitness court at Orangevale Community Park.

## **BACKGROUND**

Recreation Supervisor Jason Bain applied for a grant from the National Fitness Campaign for an outdoor Fitness Court in the amount of \$30,000. His application was approved and will be awarded upon the District committing to a match of between \$30,000-\$50,000 and the obtaining of a sponsorship or sponsorships in the amount of approximately \$95,000. Staff will present the opportunity to the Board for consideration.

## **RECOMMENDED MOTION**

I move we approve Resolution 19-04-617, Resolution to implement an outdoor fitness court at Orangevale Community Park.



**RESOLUTION NO: 19-04-617**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
ORANGEVALE RECREATION AND PARK DISTRICT TO  
IMPLEMENT AN OUTDOOR FITNESS COURT AT  
ORANGEVALE COMMUNITY PARK**

At a meeting of the Orangevale Recreation & Park District held on April 11, 2019 wherein the following action was taken:

WHEREAS, the Orangevale Recreation & Park District has submitted a Grant Application to National Fitness Campaign for the construction of an outdoor Fitness Court®, which is free for public use, and;

WHEREAS, the Orangevale Recreation & Park District will accept a \$30,000 National Grant from National Fitness Campaign to promote and implement an outdoor Fitness Court®, and;

WHEREAS, the Orangevale Recreation & Park District will secure funding, which will be available and committed to this program including partnerships between the Orangevale Recreation & Park District, National Fitness Campaign, and community sponsors to construct and maintain the outdoor Fitness Court®, and;

WHEREAS, the Orangevale Recreation & Park District will commit to construction and launch of the outdoor Fitness Court® by the end of the 2019 calendar year, and;

WHEREAS, the Orangevale Recreation & Park District believes the outdoor Fitness Court® is an important recreation facility to support the health of the community by making “world-class” fitness free at Orangevale Community Park, to fund an outdoor bodyweight circuit training Fitness Court®, and to earn local and national recognition as a leader in providing affordable health and wellness.

NOW THEREFORE, BE IT RESOLVED, that the Orangevale Recreation & Park District will collaborate with National Fitness Campaign to implement the construction of an outdoor Fitness Court® and make fitness free to community residents and visitors.

PASSED AND ADOPTED this 11<sup>th</sup> day of April 2019 by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

CLERK OF THE BOARD

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



**2019**  
NATIONAL FITNESS CAMPAIGN  
**200 CITIES**

## **Congratulations — Orangevale Recreation and Park District has been selected as a 2019 NFC Healthy City!**

Dear Jason,

We are pleased to announce that Orangevale Recreation and Park District has been selected to receive the NFC Fitness Grant, provided by official 2019 Campaign sponsors, to join the 2019 Healthy Cities Campaign.

This letter confirms your award of \$30,000 towards building a Fitness Court® and launching your local Fitness Campaign.

Your community has made a choice: to join a national movement and make world class fitness free! Our team will work with you to follow the path outlined in your grant application, to ship your Fitness Court® and to make you part of the National Campaign, promoting and activating the program in 2019.

We have assigned Corey Cisney as your dedicated Campaign Manager, your champion and partner in this program.

This grant award is the first step towards formal confirmation of your participation. The next step is a call with Corey to discuss building our partnership, to be scheduled in the next 14 days.

Here are some of the things to look forward to in 2019:

- ★ Launch Day Celebration – Open your Fitness Court® and build a network of NFC Ambassadors!
- ★ Fitness Court App – Learn the routines, film your challenge moves and compete nationally.
- ★ NFC Fitness Challenge – Get residents moving and keep them engaged with ongoing events.
- ★ Press & Media Promotions – Leverage NFC's reach for local and national feature coverage!

On behalf of the entire NFC team, I am thrilled to invite Orangevale Recreation and Park District to join us as partners in the 2019 Healthy Cities Campaign.

Best in Fitness,

Mitch Menaged, Founder  
National Fitness Campaign



# Grant Program Requirements

## Orangevale, CA: 2019 NFC Healthy City Awardee

### Grant Eligibility Information

#### Q3: Ends September 30, 2019

Your \$30,000 NFC Grant Award has been approved in the launch window selected in your grant application. This funding is contingent upon completion of key requirements and launch of The Fitness Court® program. Grant funds will be revoked if below deadlines are not met.

### Welcome

#### Summary

Congratulations on your selection as an NFC Healthy City for 2019! In this stage, we work together to ensure adoption of the NFC project in your community, and to develop internal stakeholder consensus about program participation.

#### Requirement

**Council Resolution of Adoption | Deadline: Within 60 Days of Receipt of Grant Award Letter**

### Timeline

#### Summary

At this stage, you will confirm that funding is ready and available to commit to the project. Upon request, NFC supports this phase with custom materials for potential partners and sponsors in the community.

#### Requirement

**Issue Purchase Order | Deadline: June 30, 2019**

### Site Activation

#### Summary

During this time, cities will receive and install their Fitness Court at the selected site. NFC is fully available for targeted bid consulting, installation support and troubleshooting.

#### Requirement

**Receive Fitness Court | Deadline: August 15, 2019**

### Launch

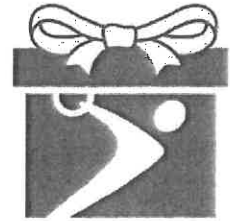
#### Summary

This stage is the culmination of all your efforts to bring this free, outdoor gym to your community - let's celebrate! The NFC team helps you coordinate a kickoff event with local stakeholders and media, and train your Fitness Court Ambassadors to formally launch the program.

#### Requirement

**Launch Fitness Court | Deadline: September 15, 2019**

### Promotions



**PRESS RELEASE  
MEDIA SUPPORT**

### Web Feature



**SOCIAL MEDIA  
FEATURE STORY**

### Launch Party



**EVENT PLANNING  
LAUNCH KIT**



## 2019 Sponsor Guidebook

# PARTNERS IN FITNESS

NFC's best practices guide to building local partnerships and sponsorships





# Partners in Fitness Nationwide

NFC's partner network expands to over 200 local partners in 2018



**You are invited to join the National Fitness Campaign!** As this important initiative grows from coast to coast, hundreds of local partners and sponsors are joining forces nationwide to support America's most important Fitness Campaign. Hospitals, national and regional corporations, and local businesses are all joining in the movement.

National Fitness Campaign (NFC) is thrilled to invite your organization into the program.



2018 Partner: Texas Health Presbyterian Hospital- Fate, TX



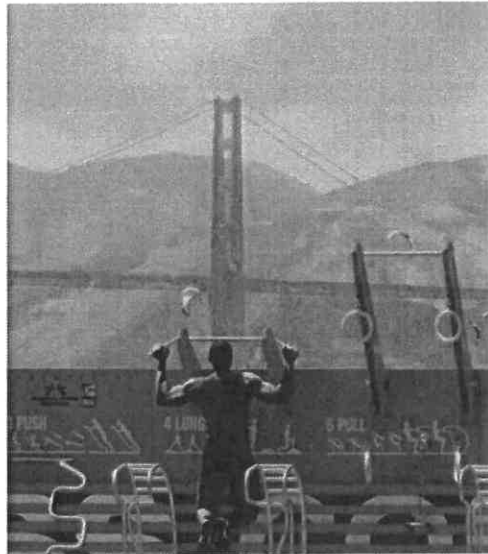
2018 Partner: Schneck Hospital Foundation- Seymour, IN



# Iconic Visibility in your Community

Cutting edge Healthy Infrastructure + Digital Ecosystem + Powerful Promotions + Ambassador Program

VISIBILITY IN  
**ICONIC**  
COMMUNITY SPACES

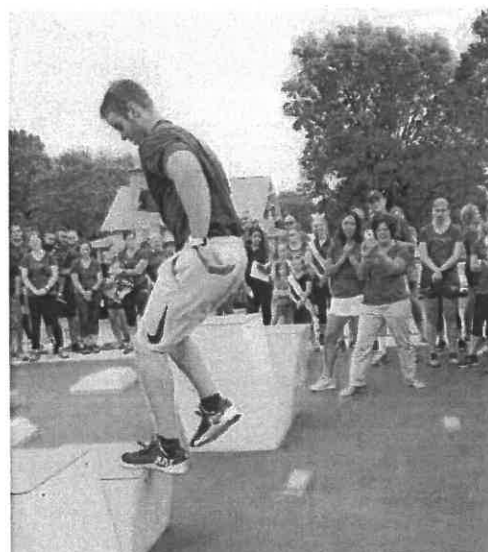


FITNESS COURT APP

**DIGITAL**  
COMMUNITY  
ECOSYSTEM



**PRESS**  
PROMOTIONS  
ACTIVATION



FREE FITNESS  
**INSTILLS**  
LIFELONG  
HEALTHY OUTCOMES

# Fitness Court® Naming Rights

Beautiful, long lasting visibility for your organization in the community

National Fitness Campaign works with you to provide unique recognition for local sponsors and assist you in fundraising. This is one of the most powerful community fundraising programs in the nation, built around the world class Fitness Court. Our design team creates beautiful artwork to feature your partners. Four standard tiers of sponsorship integrate each donor into the design of the Fitness Court.



Fitness Court: rear gallery wall

## STANDARD SPONSOR TIERS

### Title Sponsor

- + Single Sponsor Only
- + Logo on Rear Wall
- + Recognition on Front Wall

**Funding Range: 60K +**

### Featured Sponsor

- + 2 - 6 Available
- + Logo Prominent on Front Wall

**Funding Range: 10-20K**

### Elite Donor

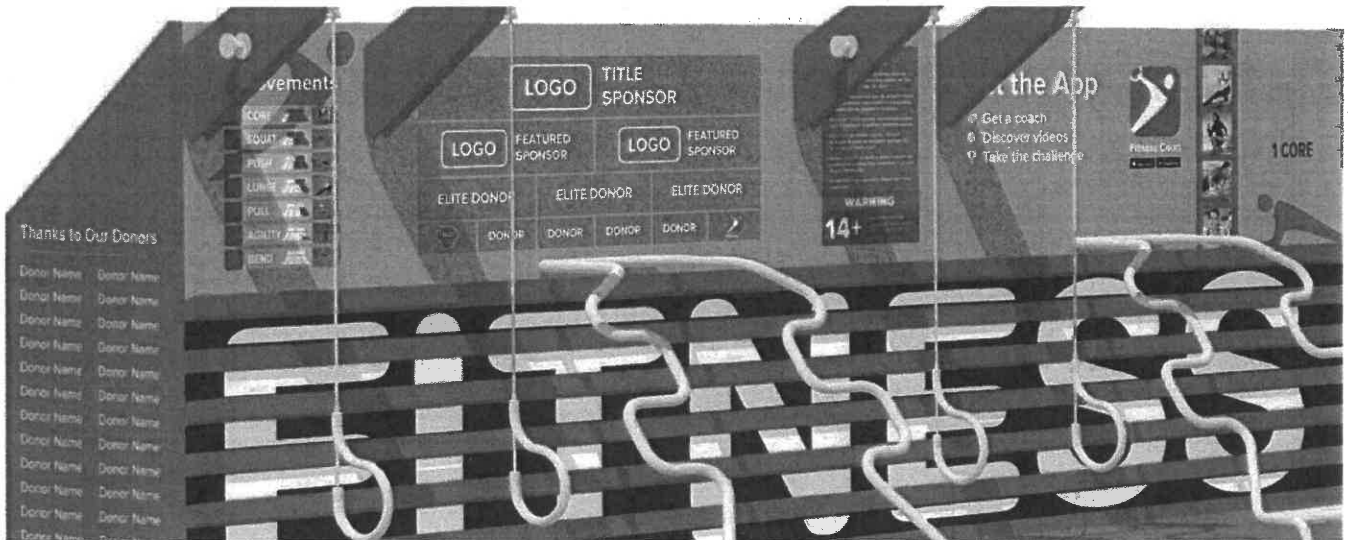
- + Prominent Text Recognition
- + Front Wall Placement

**Funding Range: 5-10K**

### Donor

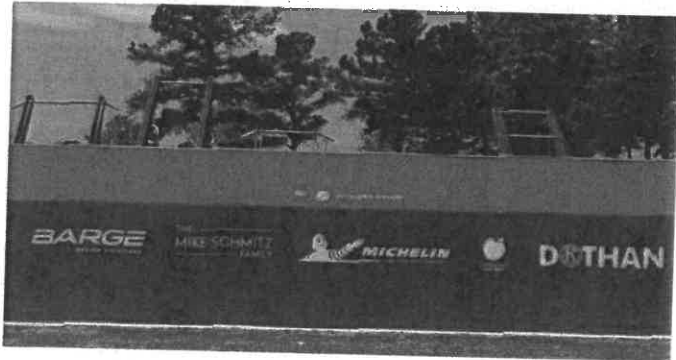
- + Small Text Recognition
- + Front Wall Placement
- + Side Wall Placement

**Funding Range: <5K**



# Bringing Your Sponsors On board

A process based on success nationwide

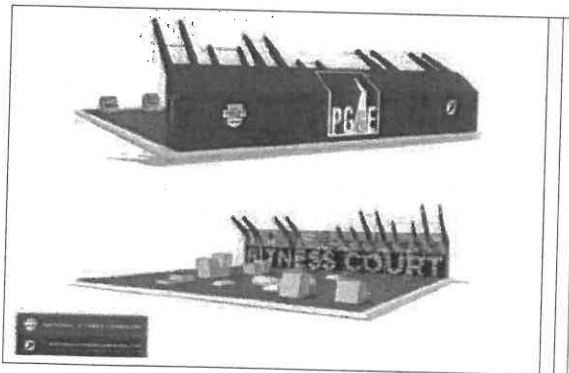


## 2. IDENTIFY SPONSORS

NFC will work with you to identify likely local and regional sponsors based on Campaign success.

Typical sponsors include:

1. Healthcare organizations
2. Hospitals
3. Local businesses and corporations
4. Service clubs



## 4. SET UP INVITATION MEETING

Identify Correct Decision Maker

1. CEO/ Director
2. President / Vice President

**\*\*Send NFC Video, sponsor package, invite to a short, in-person meeting to discuss possible partnership in the campaign.**

## 1. CONFIRM PROJECT ADOPTION

Before reaching out to sponsors, be sure your project is fully adopted. Success is five times more likely when the project is fully confirmed.

**Requirements for project adoption:**

1. NFC grant awarded and confirmed
2. Council resolution adopted
3. Site selected and approved



## 3. REQUEST SPONSOR PACKAGE

**(see examples in your partner folder)**

1. Provide sponsor names and logos if available
2. Provide target sponsor tier

**\*\*Approved sponsor requests are completed within 3-5 business days.**



# The Sponsor Invitation Meeting Formula

Sharing the opportunity



## OVERVIEW

Sponsor Invitation Meetings typically last 15 to 30 minutes. This is an in-person meeting led by the local partner and NFC is happy to join via phone and offer support remotely.

## MEETING STRUCTURE

### 1. Show Campaign Video\* / Short slide show

+ If NFC is calling into the meeting, a short, high level overview will be provided (5 min)

### 2. Discuss and present site location and identify city leadership supporting the project

### 3. Share NFC Sponsor Rendering Package

### 4. Discussion - Question & Answer Period - Make Sponsorship Ask

## DON'T FORGET!

You are part of a **national** holistic health and wellness campaign that goes beyond the Fitness Court - now your partners and sponsors are too! **The Campaign Video** is the most important thing to show your sponsors.



Fitness Court



Mobile App



Promotions



Classes

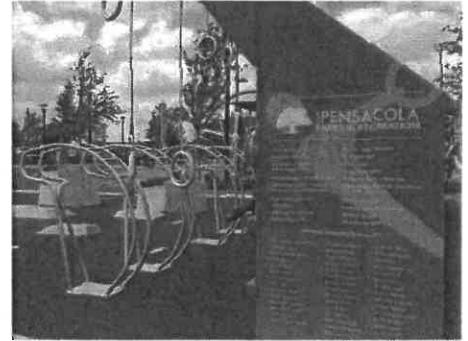


# Funding is our specialty

Unique support for every partner community

## FUNDING SOURCES AROUND THE COUNTRY

In addition to NFC's sponsor programs, program matching funding can come from a variety of sources. State and Federal grants as well as crowdfunding are commonly used.



## NFC + PATRONICITY: CROWDFUNDING IN ACTION

In 2018, NFC formed a partnership with Patronicity, a leading nationwide platform for civic crowdfunding. To date, all partner cities that have utilized Patronicity have succeeded in raising their funding goal! Learn more by asking your Partnership Development representative, and online at the official partnership portal: <https://www.patronicity.com/nfc#!/>



## YOUR PARTNERSHIP WITH NFC

This guide shares best practices, but your Partnership Development representative is the ultimate resource in building funding and partnerships. Custom pathways exist and no matter your community, NFC has a formula to support you to success.



# 2019 HEALTHY CITY CAMPAIGN BUDGET OVERVIEW

This document is intended to provide an estimated total budget for developing and implementing The Fitness Court® program in a community space. This program is designed to showcase your city as a featured partner in the 2019 National Fitness Campaign.

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## FITNESS COURT AND CAMPAIGN \$120,000

### The Fitness Court®

#### 2019 Fitness Campaign Ecosystem

- Promotions and Marketing Package
- Fitness Court Mobile App
- Localized Promotional Materials

#### 2019 Fitness Season

#### NFC Official Launch Kit

\* See 2019 Campaign Specifications for Full Program Description

**FREIGHT AND PACKING | *Estimate Only*** **\$3,500**

**FITNESS COURT INSTALLATION KIT | *Required by Warranty*** **\$1,200**

**(OPTIONAL) CUSTOM FITNESS COURT | *Color and Design*** **\$10,000**

**NFC HEALTHY CITY GRANT | *Awarded*** **(\$30,000)**

**NFC PROGRAM FUNDING REQUIRED: **\$94,700****

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## SITE WORK AND INSTALLATION

**Completed  
by City**

**Completed by  
Contractor**

### Concrete Slab

- Site prep and excavation
- 38' x 38' concrete slab (specs provided by NFC)
- Labor costs for Concrete Slab

**\$20,000**

**\$30,000**

### Fitness Court Assembly

- 32' x 32' sport tile installation (tile provided by NFC)
- Assembly of bodyweight training wall
- Assembly of other Fitness Court elements
- Floor markings sprayed paint installation
- Labor costs for Fitness Court Assembly

**\$0**

**\$18,500**

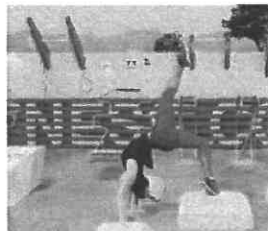
### Graphics Installation

- Labor costs for Sign Wall graphics installation

**\$0**

**\$1,200**

**EST. INSTALLATION FUNDING REQUIRED: **\$20,000** | **\$50,000****



## TERMS OF AGREEMENT FOR PROFESSIONAL REAL ESTATE VALUATION SERVICES

**THIS AGREEMENT** is made April 5, 2019, between Orangevale Recreation & Park District ("**CLIENT**") and **RICHARD H. DAVIS, MAI, SRA, AI-GRS; dba R. H. DAVIS & CO., LTD ("APPRAISER")**.

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN**, Client Hereby Engages Appraiser To Complete An Appraisal Assignment Services As Follows:

**THE APPRAISAL ASSIGNMENT IS:** To prepare a USPAP Standard Rule 2-2a written narrative appraisal report of the subject property.

**THE CLIENT IS:** The Orangevale Recreation & Park District, 6826 Hazel Avenue, Orangevale CA 95662

**ASSIGNMENT IS AUTHORIZED BY:** Greg Foell, District Administrator, 916-988-4373

**INTENDED USERS ARE:** The Client and other Client-Authorized intended users

**APPRAISER'S ASSIGNMENT NUMBER IS:** 18

**THE APPRAISER WILL BE:**

Richard H. Davis, MAI, SRA, AI-GRS; CA AG001521  
R. H. Davis & Co., Ltd.  
6038 Van Alstine Avenue, Suite 400, Carmichael, CA 95608-5329  
Telephone 1 (916) 488.4847  
Cell phone 1 (916) 600-6966  
Email-richard@rhdavis.net

**THE ASSIGNMENT PURPOSE (OBJECTIVE):** The purpose (objective) of the appraisal assignment is to develop an opinion of the market value, as defined, of the fee simple interest in the described real property as of the effective date of valuation.

**THE ASSIGNMENT'S INTENDED USE:** The intended use is to assist the Client and Client-authorized intended users in negotiating a purchase price of the subject property.

The appraisal report will be prepared for the exclusive use of the Client and other Client-Authorized intended users. It is not to be used for any other use. Appraiser does not intend or consent to any other use of the appraisal. The intended use as stated shall be used by the Appraiser in determining the appropriate Scope of Work for the assignment.

**TYPE OF VALUE TO BE DEVELOPED IS (ARE):**

- Market value as defined in *The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> ed. (Chicago: Appraisal Institute: 2015 s.v. "Market value" Client confirms and agrees that this definition of value is appropriate to Client's intended use of the appraisal

**EFFECTIVE DATE OF APPRAISAL:** Current

**THE SUBJECT PROPERTY TO BE APPRAISED IS IDENTIFIED AS:** 6920 and 6930 Hazel Avenue, Orangevale, California / Sacramento County APNs 213-0161-026, 027-0000

**THE SUBJECT PROPERTY INTEREST TO BE APPRAISED IS:** Fee Simple

## TERMS OF AGREEMENT FOR PROFESSIONAL REAL ESTATE VALUATION SERVICES

**THE SUBJECT PROPERTY TYPE TO BE APPRAISED IS:** Existing-two manufactured buildings currently used as a Baptist church with paved parking

**THE CONTACT PERSON FOR PROPERTY ACCESS AND TO PROVIDE REQUESTED DOCUMENTS IS:** Greg Foell, District Administrator, Orangevale Recreation & Park District, 6826 Hazel Avenue, Orangevale CA 95662; 916-988-4373 | greg@ovparks.com

**THE REPORT FORMAT IS:** Written Appraisal Report (USPAP S.R. 2-2a) to be provided in electronic PDF form. If hardbound copies of the appraisal report are requested, they will be available at a cost of \$50 per copy. Client shall specify the delivery method and delivery addresses for such additional copies by written notice to Appraiser.

**ADDITIONAL PROPERTY TO BE VALUED IS:** None

**ADDITIONAL DOCUMENTATION:** Client agrees to provide Appraiser with the documentation as indicated. Such documentation will be provided by (name of person(s):

- Copies of any previous appraisals, market studies, soils reports, or other studies that pertain to the subject property
- Copies of Entitlements-i.e. conditional use permit
- Most current preliminary report, title policy, or legal description
- Major easements, like an ingress and egress easement or power line easement
- General description of all structures; i.e. 20' by 40' corrugated metal storage building with steel frame)

**APPLICABLE REQUIREMENTS OTHER THAN** the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute: none.

**ANTICIPATED SCOPE OF WORK IS:** Conform to USPAP (2018-2019 edition) and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute requirements including, but not limited to:

- **Site visit:** Interior and exterior observation, on-site
- **Appraiser** is not a building inspector, contractor, or engineer. Appraiser will conduct a visual inspection only of the accessible areas. Appraiser makes no guarantees about the structural integrity or condition of the property and assumes no adverse conditions exist. An expert should be consulted and further inspection conducted if there are any concerns about structural integrity or hidden damage not observable by the Appraiser.

- **Valuation approaches to be considered:** Sales comparison approach / Cost approach, in general

*Appraiser shall use all approaches necessary to develop a credible opinion(s) of value.*

**SUBPOENAS AND TESTIMONY:** In the event that Appraiser is requested by the Client or required by subpoena or other legal process to provide testimony or produce documents relating to Appraiser's services or appraisals under this Agreement, whether in court, deposition, arbitration or in any other proceeding, and regardless of the identity of the party serving the subpoena or other legal process, Client agrees to compensate Appraiser for the reasonable time incurred by Appraiser in connection with preparation for and provision of such testimony and/or documents at Appraiser's regular hourly [or daily] rate in effect at that time for expert/testimonial services and to reimburse Appraiser's reasonable actual expenses. Appraiser's current hourly rate is \$250 per hour.

**APPRAISAL STATEMENTS AND CONDITIONS ARE:** The appraisal performed under this agreement will be subject to all statements, assumptions, limiting conditions, including: definitions, general and extraordinary assumptions and limiting conditions, and scope of work (collectively, "appraisal conditions") set forth in the appraisal report. Client agrees that Client will review the appraisal

**R H. Davis & Co., Ltd.**



## TERMS OF AGREEMENT FOR PROFESSIONAL REAL ESTATE VALUATION SERVICES

conditions upon receipt of the report and that Client's use of the appraisal will constitute acceptance of the appraisal conditions. The appraisal conditions shall be considered as being incorporated into and forming part of this agreement with respect to the appraisal in which they are contained and to the services relating to that appraisal.

**ACCEPTANCE OF APPRAISAL STATEMENTS AND CONDITIONS:** Any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by appraiser, constitutes acceptance of, and is subject to, all appraisal statements, limiting conditions and assumptions stated in the appraisal report.

**ADDITIONAL CLIENT REPORTING REQUIREMENTS:** None

**PROJECTED TIME OF COMPLETION IS:** It is projected that the foregoing appraisal assignment will be completed within 21 working days of receipt of this executed agreement and indicated documents and information.

**DELIVERY METHOD WILL BE:** E-mail with PDF attachment

**THE DATA ASSEMBLED** for the assignment will remain the property of the APPRAISER. Data provided by the CLIENT will be retained in the appraisal file, unless otherwise instructed by the CLIENT, and considered confidential. The contents of the appraisal file will be destroyed five years from the date of appraisal. However, the APPRAISER is authorized by the CLIENT to disclose the report to the appropriate representatives of the Appraisal Institute to comply with the Bylaws and Regulations of that professional organization with which Richard H. Davis, MAI, SRA, AI-GRS is a member.

**PROFESSIONAL FEES TO BE PAID BY CLIENT ARE:** As compensation for the appraisal services to be rendered hereunder a fixed fee, not to exceed, in the amount of \$2,200.

The fee is payable 50% initial retainer to commence work, and the balance of the fee shall be payable upon delivery of report. Additional services will be charged at the rate of \$150 per hour, plus out-of-pocket costs. In the event that any payment due APPRAISER is not paid when due, CLIENT shall pay all expenses of collection, including but not limited to, reasonable court costs and attorney's fees.

**PAYMENT DUE DATE:** Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within ten days of the date of Appraiser's invoice.

**SERVICES NOT PROVIDED ARE:** The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

**WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE:** Appraiser's obligations pursuant to this Agreement are complete when the Appraisal Report in the form specified in this Agreement is delivered to Client pursuant to this Agreement. Appraiser agrees to be responsive to Client's legitimate inquiries regarding the contents of the report after delivery within 30 calendar days of Client's receipt of report.

**CONFIDENTIALITY:** Appraiser shall not provide a copy of the written Appraisal Report to or disclose the results of the appraisal prepared in accordance with this Agreement to any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP). That the Appraisal Report and its contents will be prepared for the exclusive use of the CLIENT and CLIENT IDENTIFIED INTENDED USER(S) and that the Appraisal Report and its contents are, and shall remain, confidential. The Appraisal Report shall not be disseminated to, relied on, or used by any other person or entity other than the CLIENT and CLIENT IDENTIFIED INTENDED USER(S). The parties intend and

## TERMS OF AGREEMENT FOR PROFESSIONAL REAL ESTATE VALUATION SERVICES

agree that by providing the Appraisal Report, the APPRAISER shall not incur any duty, liability, or obligation whatsoever to any person or entity other than the CLIENT and CLIENT IDENTIFIED INTENDED USER(S). Client specifically authorizes Appraiser to disclose information relating to the appraisal assignment(s), including information which may be considered confidential, to third persons as reasonably necessary to Appraiser's response to or defense of threatened or actual legal or regulatory actions.

**THE CLIENT DOES AUTHORIZE** The Appraiser to disclose and/or discuss confidential information and/or assignment results with other Client-Authorized identified intended user(s), but no others.

**ASSIGNMENT OF CLAIMS:** Legal claims or causes of action relating to the appraisal are not transferable or assignable to a third party, except: (I) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.

**EXTENT OF AGREEMENT:** This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser.

**CLIENT'S REPRESENTATIONS AND WARRANTIES:** Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

**CHANGES TO AGREEMENT:** Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client and client identified intended users or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

**SEVERABILITY:** In the event any provision of this Agreement shall be determined to be void or unenforceable by any Court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

**CANCELLATION:** Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

**EXPIRATION OF AGREEMENT:** This Agreement is valid only if signed by both Appraiser and Client within ten days of the Date of Agreement specified.

**APPRAISER INDEPENDENCE:** Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality, and objectivity.

**NOTICES:** Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

**TERMS OF AGREEMENT FOR PROFESSIONAL REAL ESTATE VALUATION SERVICES**

**NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third- party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

**CLIENT’S DUTY TO INDEMNIFY APPRAISER:** Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys’ fees, and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client’s obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a “Claim”). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser’s expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser’s rights under this Agreement, which approval will not be unreasonably withheld, delayed, or conditioned.

**GOVERNING LAW, JURISDICTION:** This Agreement shall be governed by the laws of the State of California, in which Appraiser’s office, as specified in this Agreement is located, exclusive of that state’s choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser’s office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

**THE LEGAL VENUE** of this agreement and any disputes arising from it shall be settled in Sacramento County, California.

**THIS AGREEMENT** shall be binding upon the heirs, successors and assigns of CLIENT and APPRAISER, and shall be governed by the Laws of the State of California.

**IN WITNESS THEREOF**, each of the parties hereto has dated and executed this Agreement and caused it to be delivered to the other party hereto.



**APPRAISER: Richard H. Davis, MAI, SRA, AI-GRS**  
California State Certified General Appraiser, No. AG001521

April 5, 2019

**The above fees, specifications, and conditions are satisfactory and are hereby accepted. Appraiser is authorized to perform the work as specified. Payment will be made as outlined above.**

By \_\_\_\_\_ Date of acceptance \_\_\_\_\_

Greg Foell, District Administrator  
Printed Name of Authorizing Entity