

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, OCTOBER 8, 2020**

REGULAR MEETING 6:30 PM

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

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

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

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

6. MINUTES

- a. Approval of minutes of the Regular Meeting September 10, 2020 (pg 1-6)
- b. Approval of minutes of the Special Meeting September 24, 2020 (pg 7-8)

7. CORRESPONDENCE

- a. Confidential envelope – Attorney billing August 2020
- b. County of Sacramento Voter Registration and Elections letter with “Certificate of Facts” pertaining to the November 3, 2020 Presidential General Election (pg 9-10)
- c. Letter to Mr. Benedict regarding answers to his questions (pg 11)

8. CONSENT CALENDAR: Reading/Opportunity to Pull Items for Discussion/Board Action

Consent items are considered routine and are intended to be acted upon in one motion, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the Chairperson will give the Board, staff, and public the opportunity to pull any item for discussion. The remaining Calendar will be acted upon. Any pulled items will then be heard and acted upon individually.

8.1 CONSENT MATTERS GENERAL FUND

8.2 OLLAD CONSENT MATTERS

8.3 KENNETH GROVE CONSENT MATTERS

9. NON-CONSENT MATTERS GENERAL FUND

10. STANDING COMMITTEE REPORTS

- a. Administration & Finance
- 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 – September 2020 (pg 12-19)
- b. Report on Electric Greenway Trail – Trail Naming (verbal)
- c. Park Impact Fee Nexus Study Update (verbal)

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Update/Discussion Regarding the Financial Condition of the District (verbal)
- b. Approve the Qualified Low Bid for the Orangevale Community Center Park Buildings Painting Project and which Add Alternates to Include in the Project (pg 20-38)
- c. Approve the Agreement with the Low Bidder, Cut-In Edge, Inc. for the Orangevale Community Center Park Buildings Painting Project in the amount of \$49,856 (pg 39-89)
- d. Approval of Quote from Turf Star for a Groundmaster 4000-D T4 Compliant Diesel 54 HP Mower in the amount of \$69,543.36 (pg 90-96)
- e. Approve Resolution 20-10-657, Resolution Approving the Application for Grant Funds for the Recreation Trails and Greenways Grant Program (pg 97)
- f. Discussion and Possible Approval of a Catastrophic Leave Program (pg 98-101)

14. DIRECTOR'S AND STAFF'S COMMENTS

15. ITEMS FOR NEXT AGENDA

16. ADJOURNMENT

NOTICE:

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

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

Directors can be reached at: director@ovparks.com

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors September 10, 2020

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on September 10, 2020 at the District Office. Director Stickney called the meeting to order at 6:31 p.m.

Directors present: Stickney, Swenson, Meraz, Montes
Directors absent: Brunberg (arrived at 6:36pm)
Staff present: Greg Foell, District Administrator
Jennifer Von Aesch, Finance/HR Superintendent
Horacio Oropeza, Park Superintendent
Jason Bain, Recreation Supervisor
Melyssa Woodford, Admin. Services Supervisor
Nadia Roberts, Recreation Coordinator

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was conducted.

4. **APPROVAL OF AGENDA**
MOTION #1 On a motion by Director Swenson, seconded by Director Meraz, the agenda was approved by a vote of 4-0-0 with Directors Stickney, Swenson, Meraz, and Montes voting Aye. Director Brunberg was absent. There were no Nays or Abstentions.

5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.

6. **MINUTES**
MOTION #2 a) Approval of Minutes of August 20, 2020 (pg 1-10): On a motion by Director Montes seconded by Director Swenson, the minutes were approved by a vote of 4-0-0 with Directors Stickney, Meraz, Swenson, & Montes voting Aye. Director Brunberg was absent. There were no Nays or Abstentions.

7. **CORRESPONDENCE**
MOTION #3 a) Confidential Envelope – Attorney Billing July 2020: On a motion by Director Meraz, seconded by Director Montes, the attorney billing was approved by a vote of 4-0-0 with Directors Stickney, Swenson, Meraz, and Montes voting Aye. Director Brunberg was absent. There were no Nays or Abstentions.

8. CONSENT CALENDAR
MOTION #4
- a) On a motion by Director Montes, seconded by Meraz, the consent calendar was approved by a vote of 4-0-0 with Directors Stickney, Swenson, Meraz and Montes, voting Aye. Director Brunberg was absent. There were no Nays or Abstentions.
- 8.1. CONSENT MATTERS GENERAL FUND
- a) Ratification of Claims for August 2020 (pg 11)
b) Budget Status Report for August 2020 (pg 12-14)
c) Revenue Report for August 2020 (pg 15)
- 8.2. OLLAD CONSENT MATTERS
- a) Ratification of Claims for August 2020 (pg 16-17)
b) Budget Status Report for August 2020 (pg 18-19)
- 8.3. KENNETH GROVE CONSENT MATTERS
- a) Ratification of Claims for August 2020 (pg 20)
b) Budget Status Report for August 2020 (pg 21)
9. NON-CONSENT MATTERS GENERAL FUND
- None discussed.
10. STANDING COMMITTEE REPORTS
- a) Administration and Finance: No report.
b) Maintenance and Operation: No report.
c) Recreation Committee: No report.
d) Personnel & Policy: No report.
e) Government: No report.
f) Planning Committee: No report.
g) Trails Committee: Trails Committee: No report.
h) Ad Hoc: No report.
11. ADMINISTRATOR'S REPORT
- a) Monthly Activity Report – August 2020 (pg 22-25):
Admin Foell advised of several meetings held throughout the month with the fire district representatives and voiced appreciation to Jason Bain for his continued support in completing projects at the new buildings. Buildings 1 and 2 have passed inspection and are ready for use. The Cottage still requires fire safety devices which may be completed for inspection next week. Kudos to the entire staff for efforts in this endeavor. The new sign for new property has been installed and the landscaping is currently being installed. The ADA compliant pathway to the Cottage should be completed by the end of this week.

District Zoom meetings have been interesting to see what kinds of events and activities are being provided at other districts. OVparks is providing more than other districts mainly due to the dedication of the contractors and OVparks staff willing to do the necessary steps with social distancing and strict requirements in place. Publicity through social media and the OVparks website have gone well to share current programming which are predominately outdoors. The new OVparks Daycamp has been going well. An interview with Orangevale Live was posted on Facebook highlighting the Daycamp.

Admin Services Supervisor Woodford advised of September programs beginning such as Tai Chi, Basic Horsemanship with fourteen enrolled, Twirlsport Tumbling, Artist Studio with a small group and social distancing, Just4Kicks Soccer; all running with good numbers. She recommended going to other surrounding recreation and park district websites to compare what programs are offered. Our community has been very appreciative of our attempt to run programs with new safety protocols in place during this challenging time. Supervisor Woodford highlighted that in addition to overseeing the new property building completions, Recreation Supervisor Bain has also overseen the Fall Tigersharks Training session, Top Notch Basketball Training, and the start of the Fall Kidz Korner session. Kudos to him for addressing issues as they arose due to recent heat and smoke.

Park Supt. Oropeza advised of coordination of project completions and landscaping at the new property as well as ongoing responsibilities of irrigation and mowing throughout the parks. Improvements have been made to the irrigation scheduling and sprinkler repairs at Palisades Park. Through coordination with Recreation Coordinator Roberts, OVparks Maintenance will meet with a volunteer group for additional planting and spreading new mulch in the Butterfly Garden at Pecan Park on Friday, September 11th. Appreciation to volunteer Ellen Vigna for her assistance with this project.

Recreation Supervisor Bain advised that OVparks facilities and maintenance employees Doug Fuhlrodt and Leo Rodriguez have been instrumental in the completion of work at the new property. These properties will provide increased facility options for new and current programming. Director Stickney suggested OVparks implement a “Chalk It Up” event like what is held annually in Downtown Sacramento. Supervisor Woodford shared that Recreation Coordinator Roberts had provided a chalk event during the early stages of the COVID-19 shutdown to engage the community in a fun and safe activity. This type of event could be offered multiple times a year.

b) Report on Electric Greenway Trail – Trail Naming (verbal):
Admin Foell advised purchase of properties are progressing well. City of Citrus Heights and collaborating agencies are receiving

suggestions for naming the trail. OVparks website has a link to the trail naming requirements with name suggestions submission. The committee will meet after submissions have been received for a few weeks to review submissions.

c) Update on County Health Benefits for 2021 (verbal, handout):
Supt. Von Aesch summarized the Sacramento County Benefits Meeting attended last week. The 2021 Calendar Year Sacramento County will continue to offer medical plans through Kaiser, Western Health and Sutter Health with HMO and HMO High Deductible plans. As expected, premium rates increased for all plans. 3.16 to 7.25 percent. This is the second year in a row that Kaiser offered a rate reduction credit which reduced original increase from 10.2 percent down to 7.25 percent. Dental, Vision, and Basic Employee Life Insurance Plans have no change. Open enrollment will be held September 28th through October 30th.

d) Schedule Special Board Meeting – Park Tour, Thursday, September 24, 2020, 5:00 p.m. (verbal): Admin Foell confirmed the Directors availability to attend this meeting as scheduled at the new property. Director Swenson is unable to attend and will tour separately at another time.

e) Schedule Recreation Committee Meeting – Weds., October 7, 2020, 4:00 p.m. (Montes, Swenson) (verbal):
Admin Foell confirmed with Directors Montes and Swenson their availability to attend this meeting as scheduled at the District Office.

f) Folsom For Justice Black Lives Matter Event (verbal):
Admin Foell advised of an event planned for Sunday, September 13th at Pecan Park from 12pm to 4pm. This event has not been coordinated through OVparks and a permit has not been issued for this event which is advertised to include food and amplified music. The Fulton El Camino Police Department and the Sacramento County Sheriff Department are aware of the situation. Admin Foell will advise of any further developments.

12. UNFINISHED BUSINESS

None discussed.

13. NEW BUSINESS

a) Presentation and Approval of the Plans, Specifications, and Informal Bid Documents for Orangevale Community Center Park Buildings Painting Project (pg 26-51):
Admin Foell provided summary of plans and specifications, maintaining the current color scheme, to acquire informal bids to present at the October Board of Director Meeting for approval. On a motion by Director Montes seconded by Director Meraz, the Plans, Specifications, and Informal Bid Documents for Orangevale Community Center Park Buildings Painting Project was approved by a vote of 5-0-0 with Directors Stickney, Meraz,

MOTION # 5

Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

- b) Discussion regarding Board Committees and Meeting Frequency (pg 52): Admin Foell recommended establishing three formal Recreation Committee meetings annually in preparation of each of the three Activity Guides. In addition, it is recommended the Admin/Finance committee continue to meet two to three times annually, and Maintenance and Operations will continue to meet at least once in the late Spring and one in the early Fall annually. The committees will provide a recap of meetings to the Board of Directors.

On a motion by Director Montes, seconded by Director Stickney, the recommended Board Committees and Meeting Frequency was approved by a vote of 5-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions.

MOTION # 6

14. DIRECTOR AND STAFF COMMENTS

Admin Foell announced OVparks District has hired Barry Ross as the new District Administrator. Public announcement has been published to the community. Mr. Ross has worked for several years at Mission Oaks Recreation and Park District and has extensive experience. He is anticipated to attend the October Board of Directors Meeting and may attend the Board of Directors parks and new facilities tour scheduled for Thursday, September 24th.

Admin Foell voiced excitement in the progress accomplished at the new facilities and is looking forward to the opportunities they will provide.

Park Supt. Oropeza advised of preparations for the fall season and maintaining operations in anticipation of upcoming cooler weather.

Finance/HR Supt. Von Aesch advised audit is scheduled for end of October this year.

Supervisor Bain advised Tigersharks Training will continue through the end of September.

Supervisor Woodford advised the Fall Activity Guide will be available on the OVparks website next week. She extended appreciation to the office staff and the many employees working behind the scenes for the all the work accomplished to implement the fall programs.

Coordinator Roberts extended appreciation to all the staff for a nice team effort in transitioning from Summer Rec'ing Crew camp to the new OVparks Daycamp. The OVparks staff have been working diligently to implement Fall programming and noted Supervisor Woodford has been doing a great job completing the Fall Activity Guide.

Director Stickney extended appreciation to the staff for all their hard work and noticed parks are looking well maintained.

Director Montes extended appreciation to the staff for all their hard work. The parks and the new buildings are looking great.

Director Swenson appreciated that flyers are being distributed by the San Juan Unified school district to publicize the OVParks Daycamp and other Fall programs offered. Thank you to the maintenance employees for their efforts to keep the parks looking nice for the community to enjoy.

15. ITEMS FOR NEXT AGENDA

None discussed.

**16. ADJOURNMENT
MOTION # 7**

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 7:20 p.m. On a motion by Director Montes, seconded by Director Brunberg, the adjournment was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions.

Mike Stickney, Chairperson

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of the Special Meeting of the Board of Directors September 24, 2020

A Special Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on September 24, 2020 at the District Office. Director Stickney called the meeting to order at 5:06 p.m.

Directors present: Stickney, Brunberg, Meraz, Montes, Swenson (Arrived at 5:09 p.m.)
Directors absent: None
Staff present: Greg Foell, District Administrator
Jennifer Von Aesch, HR/Finance Superintendent
Horacio Oropeza, Park Superintendent
Jason Bain, Recreation Supervisor
Barry Ross, Incoming District Administrator

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was not conducted.

4. **APPROVAL OF AGENDA**
MOTION #1 On a motion by Director Brunberg, seconded by Director Montes, the agenda was approved by a vote of 4-0-0 with Directors Stickney, Brunberg, Meraz, and Montes voting Aye. Director Swenson was absent. There were no Nays or Abstentions.

5. **PUBLIC DISCUSSION** No one wished to address the Board during public discussion.

6. **NEW BUSINESS**
 - a. 2020 CAPRI Board of Directors Election – Call for Nominations
No one wished to be nominated for a CAPRI position.

Director Swenson arrives (5:09 p.m.)

 - b. Park Tour of New Property Facilities
The Board of Directors expressed their excitement about the potential of the new facilities for a variety of programs and rentals. Each expressed thanks to the staff for their work in renovating the facilities and grounds in preparation for the buildings opening to the public.

7. **DIRECTOR'S AND STAFF'S COMMENTS** None.

8. **ITEMS FOR NEXT AGENDA** None discussed.

9. ADJOURNMENT

MOTION #2

With no further business to discuss, the special meeting of the Board of Directors was adjourned at 6:40 p.m. On a motion by Director Brunberg, seconded by Director Swenson, the adjournment was approved by a vote of 5-0-0 with Directors Stickney, Swenson, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions.

Mike Stickney, Chairperson

Voter Registration and Elections

Courtney Bailey-Kanelos
Registrar of Voters



Divisions

Campaign Services
Outreach
Precincts
Registration
Vote by Mail
Voting Systems & Technology

County of Sacramento

September 11, 2020

Greg Foell, District Administrator
Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662

Dear Greg Foell:

Enclosed is the "Certificate of Facts" pertaining to the November 3, 2020 Presidential General Election for Orangevale Recreation and Park District:

The total number of nominee(s) for the office of did not exceed the number of positions to be filled for the November 3, 2020 Presidential General Election. The certificates of election and oath of office forms will be mailed to you after the election has been certified.

If you have any questions, please call our office at (916) 875-6276.

Very truly yours,

A handwritten signature in cursive script that reads "Karen Startup".

Karen Startup
Campaign Services Manager

Enclosure

We proudly conduct elections with accuracy, integrity and dignity

7000 65th Street, Suite A • Sacramento, California 95823-2315

(916) 875-6451 • TTY: 711 • fax (916) 875-5130 • toll-free (800) 762-8019

www.elections.sacounty.net

STATE OF CALIFORNIA }
County of Sacramento } ss.

CERTIFICATE OF FACTS

I, COURTNEY BAILEY-KANELOS, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the number of nominees for the office of **Orangevale Recreation and Park District** did not exceed the number of offices to be filled at the November 3, 2020 Presidential General Election.

A petition signed by 10% of the voters or 50 voters, whichever is the smaller number, in the district or trustee area if elected by trustee area, requesting that the district election be held was not presented to me.

In accordance with Elections Code §10515, I hereby request that the Board of Supervisors appoint to such office the following person who filed a declaration of candidacy, and who shall take office and serve exactly as if elected at the Presidential General Election.

Director

Number of Positions: 3
Number of Candidates: 3
Name(s) of Candidate(s): Michael Stickney
Erica Swenson
Lisa M. Montes



Witness My Hand and Seal this 11th day of September, 2020.

COURTNEY BAILEY-KANELOS
REGISTRAR OF VOTERS
County of Sacramento
State of California



10/2/20

Terry Benedict
9365 Central Avenue
Orangevale, CA 95662

Dear Mr. Benedict,

This letter is in response to your letters dated September 19, 2020 (2) and received September 21, 2020 to the Board of Directors.

1) 9/19/20 "My question: How do the Board of Directors "properly delegate" to a new District Administrator the authority and responsibility to execute Board established policies, enforce its rules and regulations, and administrate the facilities, programs, and services of the District?"

Answer: The Board delegates to the District Administrator through ordinance, resolution, motion, or general direction as well as through established policies, procedures, rules, and regulations. In addition, the Board relies on independent decisions/judgements made by the District Administrator as their executive employee and provides feedback on those decisions at monthly Board of Directors meetings and through the performance evaluation process.

2) 9/19/20 "My question: How do the Board of Directors "properly select" a new District Administrator to execute established policies, enforce its rules and regulations, and administrate the facilities, programs, and services of the District?"

Answer: The Board recruits, interviews and hires the District Administrator from qualified candidates that apply for the position.

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

Sincerely,

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

Greg A. Foell
District Administrator

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

STAFF REPORT



DATE: 10-8-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

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

ADMINISTRATION

- Administrator Foell participated in a CARPD General Manager's Roundtable Zoom meeting.
- Administrator Foell participated in four County Administrators Zoom meetings to discuss actions surrounding reopening recreation and park programs and facilities for the public.
- Administrator Foell participated in an Orangevale Community Council Zoom meeting.
- Administrator Foell participated in a mediation meeting with CAPRI representatives and the attorneys from CAPRI and Hartford regarding the Sundance tree case.
- Administrator Foell met with representative from the City of Citrus Heights and the project team for the Electric Greenway Trail to discuss naming the trail and lighting fixtures.
- Administrator Foell met with representatives from Archive Social to discuss archiving of the District's social media accounts.
- Administrator Foell, Superintendent Oropeza, and Superintendent Von Aesch held a pre-bid meeting for the District's painting project.
- The bid opening was held on September 30th for the Orangevale Community Center Park Facilities Painting Project.

RECREATION

- Supervisor Bain attended VFCAL swim league meeting

September	Enrollment	Attendance	Gross Revenue
Classes			
Aikido	2		\$ 210.00
Artist Studio	15		\$ 852.00
Basic Horsemanship	14		\$ 2,289.00
Karate - Preschool	2		\$ 229.00
Karate - Sa Shotokan	3		\$ 397.00
NA of A - Grades 2-6	8		\$ 625.00
NA of A - K-1 Soccer	14		\$ 1,099.00
NA of A - Pre K Soccer	12		\$ 930.00
Pee Wee Basketball	14		\$ 816.00
Tai-Chi Chuan	8		\$ 348.00
Top Notch Basketball	30		\$ 2,940.00
TwirlSport Tumbling	7		\$ 322.00
Classes Sub Total	129	0	\$ 11,057.00
Day Camps			
OVparks Day Camp 3	9		\$ 2,843.00
OVparks Day Camp 4	8		\$ 2,566.00
Day Camps Sub Total	17	0	\$ 5,409.00
Events			
Kids Night Out	11		\$ 265.00
Events Sub Total	11		\$ 265.00
Preschool			
Kinder Kidz	10		\$ 2,775.00
Orange Blossoms	9		\$ 2,180.00
Preschool Sub Total	19	0	\$ 4,955.00
GRAND TOTAL	176	0	\$ 21,686.00

September Gross Revenue Recap – September OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$24,430, \$4,570 under the projected amount. September recreation revenue came in at \$24,798, \$2,202 under the projected amount and facility revenue in came in at -368, \$2,368 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 September.*

Quarter 1 Report

In the following tables and graph is a comparison of quarter 1 from the 2019/2020 fiscal year and the 2020/2021 fiscal year from the recreation division. This past year has been a very difficult year for the recreation division. We have been mandated that our classes have certain size limitations as well as most of our classes had to be outdoors. This year's first quarter had only 1001 participants compared to the 7806 participants from last year. Swim classes went from 8 to 3 participants per class and day camp had to have separate classes for every 12 campers. The staff worked very hard to keep things moving with all the obstacles.

Gross revenue for quarter one was down 58% from the previous year. We had a 37% decrease in part time salaries. The difference represents a 1 dollar increase in salaries from the previous year. Salaries are higher because we were not able to have as large of classes sizes with the same number of

instructors. The service and supplies was 83% lower than the previous year. We have not had as many contract classes as we have in previous years. Overall we were down 69% in net revenue from last year.

As we move forward restrictions on indoor classes are starting to change. We are looking to increase the amount of classes that we can offer indoors. Staff continues to work hard at being creative and trying to offer many of our classes and events that we have in the past but following state and county guidelines.

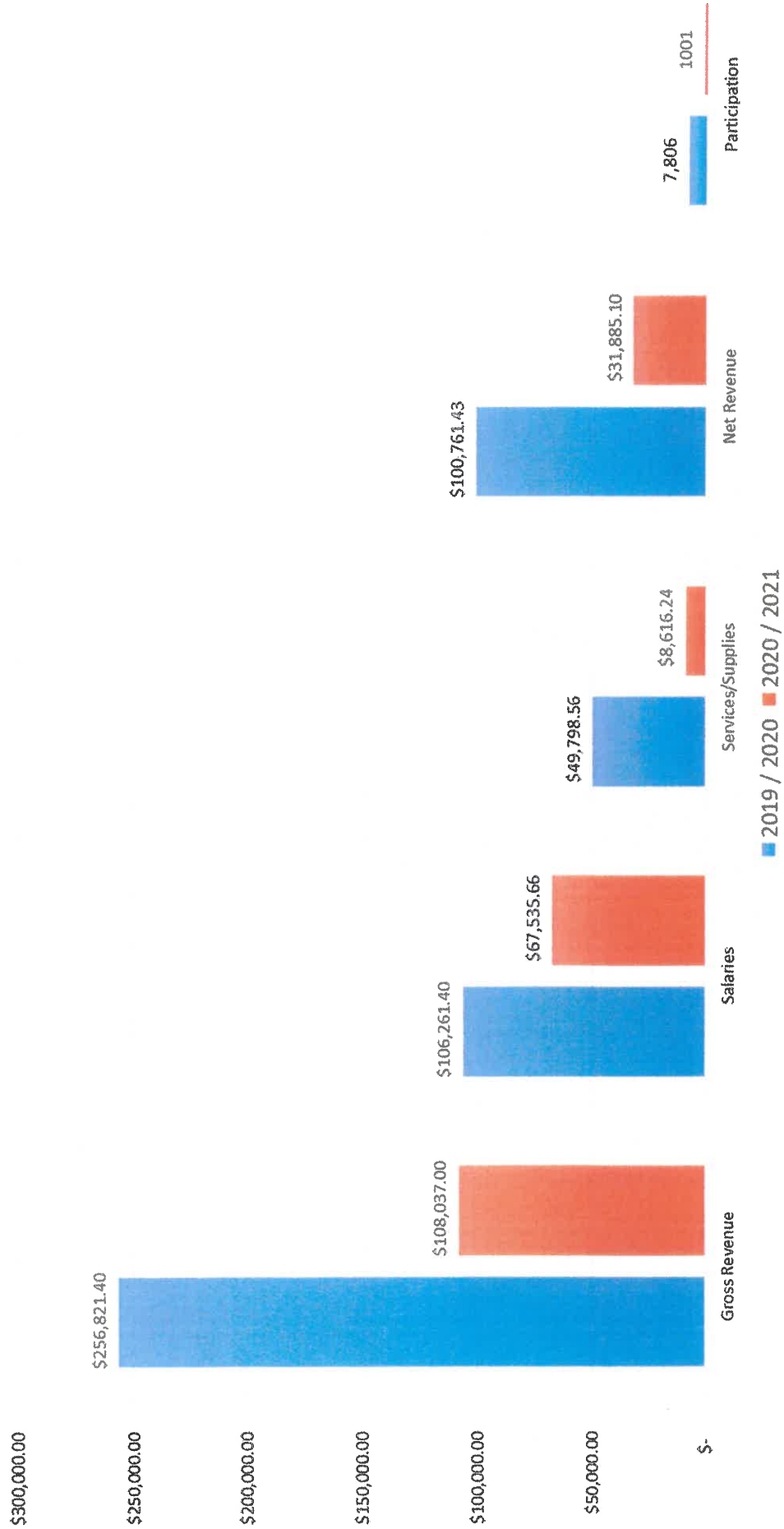
**Orangevale Recreation & Park District
Recreation Quarter 1- 2019/20**

<u>PROGRAM</u>	Revenue	Salaries	S&S	Expense	Profit/Loss	Partic.
Active Adults						
MOVE Mid-day Movie	\$ -			\$ -	\$ -	47
Bridge	\$ 200.00			\$ -	\$ 200.00	200
All Season's Café				\$ -	\$ -	
Special Interest Classes	\$ 168.00	\$ -	\$ -	\$ -	\$ 168.00	13
Trips				\$ -	\$ -	
Sub Total	\$ 368.00	\$ -	\$ -	\$ -	\$ 368.00	260
Aquatics						
Classes	\$ 2,197.00	\$ 424.56	\$ 957.60	\$ 1,382.16	\$ 814.84	29
Recreational Swimming	\$ 10,910.00	\$ 18,259.29	\$ 500.00	\$ 18,759.29	\$ (7,849.29)	4,560
Swim Lessons	\$ 54,702.00	\$ 27,658.62		\$ 27,658.62	\$ 27,043.38	803
Tiger Sharks Swim Team	\$ 42,216.00	\$ 23,873.57	\$ 6,100.00	\$ 29,973.57	\$ 12,242.43	262
SE - Caribbean Night				\$ -	\$ -	
SE - Ice Cream Social	\$ 672.00	\$ 578.28	\$ 514.76	\$ 1,093.04	\$ (421.04)	176
SE - Hot Dog Hoe Down	\$ 715.00	\$ 299.21	\$ 249.93	\$ 549.14	\$ 165.86	213
Training		\$ 5,717.60		\$ 5,717.60	\$ (5,717.60)	
Sub Total	\$ 111,412.00	\$ 71,093.52	\$ 8,322.29	\$ 79,415.82	\$ 31,996.18	6,043
Classes						
Youth	\$ 2,749.00	\$ -	\$ 1,568.10	\$ 1,568.10	\$ 1,180.90	47
Teens	\$ 416.00		\$ 272.45	\$ 272.45	\$ 143.55	8
Adult	\$ 3,435.00	\$ -	\$ 472.20	\$ 472.20	\$ 2,962.80	326
Sub Total	\$ 3,851.00	\$ -	\$ 744.65	\$ 744.65	\$ 3,106.35	334
Day Camp - Rec'ing Crew						
Camp	\$ 67,034.00	\$ 25,649.13	\$ 7,092.09	\$ 32,741.22	\$ 34,292.78	433
Jr. Leaders	\$ -	\$ -	\$ -			0
Sub Total	\$ 67,034.00	\$ 25,649.13	\$ 7,092.09	\$ 32,741.22	\$ 34,292.78	433
Preschool						
Kinder Kids	\$ 5,530.00	\$ 5,069.47	\$ -	\$ 5,069.47	\$ 460.53	21
Orange Blossoms	\$ 4,147.00	\$ 3,379.64	\$ -	\$ 3,379.64	\$ 767.36	18
Wiggles & Giggles	\$ 2,627.00	\$ 614.88	\$ 300.00	\$ 914.88	\$ 1,712.12	71
Sub Total	\$ 12,304.00	\$ 9,063.99	\$ 300.00	\$ 9,363.99	\$ 2,940.01	110
School Sports - Middle / High						
Volleyball	\$ 23,006.00		\$ 7,000.00	\$ 7,000.00	\$ 16,006.00	206
Basketball				\$ -	\$ -	
Flag Football	\$ 270.00		\$ -	\$ -	\$ 270.00	19
Sub Total	\$ 23,276.00	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 16,276.00	225
Sports & Fitness						
Youth	\$ 28,314.00	\$ -	\$ 20,012.85	\$ 20,012.85	\$ 8,301.15	269
Teen / Adult	\$ 5,462.40	\$ -	\$ 3,214.48	\$ 3,214.48	\$ 2,247.92	67
Sub Total	\$ 33,776.40	\$ -	\$ 23,227.33	\$ 23,227.33	\$ 10,549.07	336
Special Events						
Best Friends Bash				\$ -	\$ -	
Kids Night Out	\$ 358.00	\$ 179.34	\$ 21.00	\$ 200.34	\$ 157.66	16
Reptile & Critter Show				\$ -	\$ -	
Spring Parking Lot Sale				\$ -	\$ -	
Spring Craft Fair				\$ -	\$ -	
Pow Wow Days Booth				\$ -	\$ -	
OVparks Summer Open House				\$ -	\$ -	
Dive In Movie				\$ -	\$ -	
Fall Rummage Sale	\$ 830.00	\$ 275.42	\$ 21.00	\$ 296.42	\$ 533.59	29
Family Fright Night				\$ -	\$ -	
Kids Night Out- Fall				\$ -	\$ -	
Holiday Craft Fair				\$ -	\$ -	
Holiday Tree Lighting				\$ -	\$ -	
Sub Total	\$ 1,188.00	\$ 454.76	\$ 42.00	\$ 496.76	\$ 691.25	45
Trips						
	\$ 3,612.00	\$ -	\$ 3,070.20	\$ 3,070.20	\$ 541.80	20
Sub Total	\$ 3,612.00	\$ -	\$ 3,070.20	\$ 3,070.20	\$ 541.80	20
TOTALS						
	\$ 256,821.40	\$ 106,261.40	\$ 49,798.56	\$ 156,059.97	\$ 100,761.43	7,806

**Orangevale Recreation & Park District
Recreation Quarter 1- 2020/21**

<u>PROGRAM</u>	Revenue	Salaries	S&S	Expense	Profit/Loss	Partic.
Active Adults						
MOVE Mid-day Movie				\$ -	\$ -	
Bridge				\$ -	\$ -	
All Season's Café				\$ -	\$ -	
Special Interest Classes				\$ -	\$ -	
Trips				\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	0
Aquatics						
Special Classes	\$ 206.00		\$ 144.20	\$ 144.20	\$ 61.80	3
Recreational Swimming				\$ -	\$ -	
Swim Lessons	\$ 19,040.00	\$ 13,598.36		\$ 13,598.36	\$ 5,441.64	254
Tiger Sharks Swim Team	\$ 23,781.00	\$ 9,422.37		\$ 9,422.37	\$ 14,358.64	232
SE - Caribbean Night				\$ -	\$ -	
SE - 4th of July Water Cam.				\$ -	\$ -	
SE - Ice Cream Social				\$ -	\$ -	
SE - Hot Dog Hoe Down				\$ -	\$ -	
Training / Covid Cleaning	\$ -	\$ 2,462.73		\$ 2,462.73	\$ (2,462.73)	
Sub Total	\$ 43,027.00	\$ 25,483.46	\$ 144.20	\$ 25,627.66	\$ 17,399.34	489
Classes						
Youth	\$ 2,289.00		\$ 1,602.30	\$ 1,602.30	\$ 686.70	14
Teens	\$ 186.00		\$ 130.20	\$ 130.20	\$ 55.80	6
Adult	\$ 852.00		\$ 130.00	\$ 130.00	\$ 722.00	15
Sub Total	\$ 1,038.00	\$ -	\$ 260.20	\$ 260.20	\$ 777.80	35
Day Camp						
Rec'in Crew	\$ 29,973.00	\$ 30,096.05	\$ 2,033.54	\$ 32,129.59	\$ (2,156.59)	189
OVparks Day Camp	\$ 10,105.00	\$ 8,595.51	\$ 27.80	\$ 8,623.31	\$ 1,481.69	28
Jr. Leaders	\$ 696.00			\$ -	\$ 696.00	7
Sub Total	\$ 40,774.00	\$ 38,691.56	\$ 2,061.34	\$ 40,752.90	\$ 21.10	224
Preschool						
Kinder Kids	\$ 2,920.00	\$ 1,231.47		\$ 1,231.47	\$ 1,688.53	10
Orange Blossoms	\$ 2,180.00	\$ 783.97		\$ 783.97	\$ 1,396.03	9
Wiggles & Giggles	\$ 1,332.00	\$ 1,056.98		\$ 1,056.98	\$ 275.02	36
Sub Total	\$ 6,432.00	\$ 3,072.42	\$ -	\$ 3,072.42	\$ 3,359.58	55
School Sports - Middle / High						
Volleyball	\$ -		\$ -	\$ -	\$ -	0
Basketball			\$ -	\$ -	\$ -	
Flag Football	\$ -		\$ -	\$ -	\$ -	0
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	0
Sports & Fitness						
Youth	\$ 13,601.00		\$ 3,996.00	\$ 3,996.00	\$ 9,605.00	155
Teen / Adult	\$ 2,795.00		\$ 2,124.44	\$ 2,124.44	\$ 670.56	20
Sub Total	\$ 16,396.00	\$ -	\$ 6,120.44	\$ 6,120.44	\$ 10,275.56	175
Special Events						
Best Friends Bash				\$ -	\$ -	
Kids Night Out -Winter	\$ 370.00	\$ 288.23	\$ 30.06	\$ 318.29	\$ 51.72	23
Creek Week				\$ -	\$ -	
Spring Parking Lot Sale				\$ -	\$ -	
Spring Craft Fair				\$ -	\$ -	
Pow Wow Days Booth				\$ -	\$ -	
OVparks Summer Open House				\$ -	\$ -	
Dive In Movie				\$ -	\$ -	
Country Hoe Down-35th				\$ -	\$ -	
Fall Rummage Sale				\$ -	\$ -	
Family Fright Night				\$ -	\$ -	
Kids Night Out- Fall				\$ -	\$ -	
Holiday Craft Fair				\$ -	\$ -	
Holiday Tree Lighting				\$ -	\$ -	
Sub Total	\$ 370.00	\$ 288.23	\$ 30.06	\$ 318.29	\$ 51.72	23
Trips						
Trips						
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	0
TOTALS	\$ 108,037.00	\$ 67,535.66	\$ 8,616.24	\$ 76,151.90	\$ 31,885.10	1001

Quarter 1 Comparison of Recreation Revenue / Salaries / Services and Supplies



Fulton-El Camino Park District Police Department
Monthly activity report for: Orangevale Recreation and Park District
Reporting Period: 2020-09-01 to 2020-09-30

Off Property

Notice To Appear Issued

1) Date/Time: 2020-09-11 16:40

Violation 1: 21453(a) CVC Red Light Violation, Severity: Inf

2) Date/Time: 2020-09-15 19:23

Violation 1: 22350 CVC Basic speed law, Severity: Mis

OV Community Park (Disc Golf)

Parking Citations Issued

1) Date/Time: 2020-09-01 18:52

V1: 4000(a) CVC No current registration

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

Pecan Park

Dispatched Calls For Service

1) Date/Time: 2020-09-10 20:33

Description: rp looking for son at the park and possibly 922. fire c4 officer

Disposition: GOA

PARKS

Park Infrastructure

All Parks

- Staff continues to do monthly playground inspections and takes care of repairs on site if necessary.
- Staff continues to take care of the pool maintenance.
- Staff removed graffiti form Pecan and Horse Arena Park.
- Staff replaced 3 bollards at Orangevale Community Park.
-

Mechanics

- Staff continue to take care of the mower maintenance and small engine maintenance repairs.
- Staff replace the brake pads, brake rotors and bearings on Chevy 2500 (dump truck)
- Staff replaced the spark plug wires on Chevy 2500 (mower truck)
-

Park Irrigation

- All irrigation systems are on.
- Staff replaced 36 sprinklers at various parks of the District.
- Staff trace and reconnected broken irrigation wire to one of the valves at Oak and Filbert Park.
- Staff replaced 2 valves and repaired 2 more at Oaks and Filbert, Horse Arena and Pasteur Park.
-

Park Grounds

All Parks

- Staff pruned several trees at Almond park.
- Staff worked with volunteers to prune shrubs neat the pool area.
- Staff removed fallen tree from Shackleton Woods.
- Staff removed large fallen tree branch for Sundance Park.
- Staff remove Large tree branch from Youth Center baseball breachers.
- Staff spot sprayed in several parks of the District.
- Staff removed two broken branched from the Community Center Parking lot and Almond Park.

Other Reports

- Staff continues to assist in the new property.
- Staff prepared the area for planting and irrigation in the front and to southside of building #1.
- Staff prepared and graded the soil, installed the irrigation, and planted a tree and 6 shrubs at the new property south planter box near building #1.
- Staff assisted in the interior maintenance to the new property buildings.
- Staff replaced/repaired:
 - Several outlets and light switches were replaced.
 - 2 new door handles were replaced at the Cottage.
 - Staff added a retaining wall in the southside of the building planter box.
 - Staff installed a new water line to the refrigerator.
 - Staff installed a new drain line to the icemaker.

STAFF REPORT



DATE: 10-8-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE QUALIFIED LOW BID FOR THE ORANGEVALE COMMUNITY CENTER PARK BUILDINGS PAINTING PROJECT AND WHICH ADD ALTERNATES TO INCLUDE IN THE PROJECT

RECOMMENDATION

Approve the qualified low bid for the Orangevale Community Center Park Buildings Painting Project and which add alternates to Include in the project.

BACKGROUND

The Orangevale Community Center Park Buildings Painting Project was included in the 2020/21 Fiscal Budget in the amount of \$60,000. The project includes painting the Community Center including some minor stucco repairs and several dry rot repairs to the fascia. In addition, the three new buildings (Building 1, Building 2, and the Cottage) were an add alternate to the bid as well as the Activity Building and the Swimming Pool. All buildings will be painted in the current colors of Green Thumb for the trim and Full Sun for the walls. The low bid was submitted by Cut In Edge Painting, Inc. Reference checks are being completed and if satisfactory, staff recommends approval of the low bid with add alternates from Cut In Edge Painting, Inc.

MOTION TO CONSIDER

I move we approve the qualified low bid from Cut In Edge Painting, Inc. for the Orangevale Community Center Park Buildings Painting Project and include the three Add Alternates in the total amount of 49,856.

BID TABULATION FORM

Project: Orangevale Recreation & Park District
Orangevale Community Center Park Buildings Painting Project

Date: 9/30/20
10:00 a.m.

Name of Bidder	Base Bid	Add Alt. 1	Base & Add Alt. 1	Add Alt. 2	Base & Add Alt. 1 & 2	Add Alt. 3	Base & Add Alt. 1, 2, 3
River City Painting	\$37,777	\$25,444	\$63,221	\$14,222	\$77,443	\$11,111	\$88,554
Polychrome Construction, Inc.	\$28,920	\$26,980	\$55,900	\$21,996	\$77,896	\$20,956	\$98,852
Yoda Painting	\$38,000	\$40,000	\$78,000	\$12,000	\$90,000	\$9,000	\$99,000
HB Restoration	\$32,000	\$10,000	\$42,000	\$16,000	\$58,000	\$5,000	\$63,000
Paine Construction	\$33,000	\$27,000	\$60,000	\$20,000	\$80,000	\$20,000	\$100,000
Diamond Painting	\$96,000	\$28,000	\$124,000	\$8,400	\$132,400	\$10,220	\$142,620
Cut-In Edge Inc.	\$31,160	\$6,888	\$38,048	\$6,396	\$44,444	\$5,412	\$49,856
Anchor Singh Painting, Inc.	\$45,000	\$20,000	\$65,000	\$10,000	\$75,000	\$10,000	\$85,000
D & H Painting	\$32,000	\$17,320	\$49,320	\$18,000	\$67,320	\$5,000	\$72,320

BID TABULATION FORM

Project: Orangevale Recreation & Park District

Orangevale Community Center Park Buildings Painting Project

Date: 9/30/20
10:00 a.m.

Name of Bidder	Bid Deadline	Bid Bond	Noncollusion Declaration	Pre-bid Inspection Certification	List of Proposed Subcontractors	Bid Form Addenda 1 Acknowledged	Attachment A
River City Painting	X	X	X	X	X	X	X
Polychrome Construction, Inc.	X	No	X	X	X	X	X
Yoda Painting	X	X	X	X	X	X	X
HB Restoration	X	X	X	X	X	X	X
Paine Construction	X	X	X	X	X	X	X
Diamond Painting	X	X	X	X	X	X	X
Cut-In Edge Inc.	X	X	X	X	X	X	X
Anchor Singh Painting, Inc.	X	X	X	X	X	X	X
D & H Painting	X	X	X	X	X	X	X

**PROPOSAL FOR CONSTRUCTION CONTRACT
BID FORM**

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

Bidder:

Project: Orangevale Community Center Park Buildings Painting Project

Members of the Board of Directors:

1. The undersigned hereby proposes and agrees as general contractor, to furnish all labor, materials and equipment required for the above-described project and to construct the project in strict conformity with the relevant plans and specifications and all applicable laws, statutes, ordinances, rules and regulations for the sum of \$ 49,856 . A breakdown of the Bid Items appear on Attachment A to this Proposal.
2. If awarded the contract, the undersigned agrees to execute a contract for the Project, abide by all terms of the contract documents, furnish the bonds and certificates of insurance required by the contract, commence actual work on the Project, and complete the Project within the times specified in the plans and specifications.
3. The undersigned agrees that he has:
 - a. Carefully examined the plans and specifications for the Project;
 - b. Carefully examined all documents issued in connection with the Project including but not limited to this Proposal for Construction Contract - Bid Form, the Notice to Contractors Inviting Bids, the Instructions to Bidders, the Pre-Bid Site Inspection Certification, the contract form, the Noncollusion Affidavit, the performance bond, the labor and materials bond, and addenda numbers A .
 - c. Carefully examined the job site on which the Project is to be constructed.
 - d. Determined to the undersigned's own satisfaction all conditions or limitations that exist or that may arise affecting the Project and difficulties that may be encountered in the construction of the Project.
 - e. Made this bid on the basis of such examinations, inspections and determinations, and not on the basis of any representations or promises made to the bidder by the

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

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

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

Name and Address of Partnership or Corporation: Cut in Edge Painting

22499 Cloud Creek Place, Cottonwood CA, 96022

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

IMPORTANT NOTICE

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

Legal Name of Bidder: Cut in Edge Painting Contractor's License: 1041100

Date of Expiration of Contractor's License: 06-30-2022

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

By HYLA DUNBAR Date: 09-29-2020
Name:

ATTACHMENT A

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract. Contractor agrees to supply and/or perform all the work described below and as instructed by the Specifications and District Inspector in a good workmanlike manner for the following Lump Sum prices:

Item No.	Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
1	Comm. Ctr. Build. Painting	2375	SF	3.28	7,790
2	Seal Unpainted Masonry	7125	SF	3.28	23,370
				Total Base Bid	31,160

Item No.	Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
3	Add Alt. 1: Building 1, 2, Cottage	2800	SF	2.46	6,888
				Total Add Alt. 1	6,888

Base Bid & Add Alt. 1				Total Base Bid and Add Alt. 1	38,048
----------------------------------	--	--	--	--------------------------------------	---------------

Item No.	Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
4	Add Alt. 2: Activity Building	2600	SF	2.46	6,396
				Total Add Alt. 2	6,396

Base Bid & Add Alt. 1 & 2				Total Base Bid and Add Alt. 1,2	44,444
--	--	--	--	--	---------------

Item No.	Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
5	Add Alt 3: Pool Facility	2200	SF	2.46	5,412
				Total Add Alt. 3	5,412

Base Bid & Add Alt. 1, 2, 3				Total Base Bid and Add Alt. 1,2,3	49,856
--	--	--	--	--	---------------

END

PRE-BID SITE INSPECTION CERTIFICATION

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

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

Name of Bidder: Cut in Edge Painting

Dated: _____

By HYLA DUNBAR

Title: PRESIDENT

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

Name: ROBERT LURTSEMA Date of inspection: 09-23-2020

Title: PROJECT MANAGER

Name: _____ Date of inspection: _____

Title: _____

Name: _____ Date of inspection: _____

Title: _____

LIST OF PROPOSED SUBCONTRACTORS

(to be submitted with bid)

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

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

Portion of Work	Name of Subcontractor and Contractor's License Number	Address of Subcontractor
N/A		

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

The undersigned declares:

I am the PRESIDENT of Cut in Edge Painting, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/29/2020 [date], at COTTONWOOD [city], CALIFORNIA [state].”



DANCO

THE DANCO GROUP OF COMPANIES

Danco Builders
Danco Builders Northwest
Danco Communities
Danco Property Management
Danco Supportive Services
Western Living Concepts

5251 Ericson Way
Arcata, CA 95521
Phone: (707) 822-9000
Fax: (707) 822-9596
www.danco-group.com
Contractor's Licenses CA
899392, 500851, 986583

To Whom it May Concern,

I am happy to provide a letter of recommendation for Cut In Edge Painting. Danco Builders used Cut in Edge for their painting and cleaning services most recently on our \$14 million dollar Vine Ridge Assisted Living facility in Cloverdale, California. Since this projects completion we have added Cut in Edge to our performed subcontractor list. A list of about 50 subcontractors in all trades of work that we prefer to use throughout all of our California projects.

Cut In Edge stays on schedule, they are large enough to get the job done but small enough to still care. The owners are very invested in their employees and are simply a pleasure to work with.

We can't wait to work with them on more projects and highly recommend this company.

Sincerely,



Kirsten C. Thrap
Project Manager of Design
Danco Builders | Arcata, CA

Hello Hyla,

I thought I'd take the time and commend your company, Cut-In Edge Painting, on a job well done.

In August 2019, the Shasta-Trinity National Forest awarded the contract to Cut-In Edge Painting for painting the exterior of the District Ranger's Office in Weaverville, CA. Your team immediately contacted me to schedule a pre-job walk and review schedule and project particulars. Throughout the entire duration of the job CIE Painting performed the work in a timely and professional manner. They were very diligent in their attention to details and provided the upmost quality of work.

We were very pleased with the outcome and would be glad to work with them again. The Ranger and his staff are very pleased with the outcome as well. Feel free to use the Shasta-Trinity National Forest, and me in particular, as a reference on future prospective painting projects.

Very truly yours,



Kelly Nolan, P.E.
Facilities Engineer

Forest Service
Shasta-Trinity National Forest

p: 530-226-2316

c: 530-598-9315

kelly.nolan@usda.gov

3644 Avtech Parkway

Redding, CA 96002

www.fs.fed.us



Caring for the land and serving people



28 Feb 2020

To Whom It May Concern:

Hal Hays Construction brought on Cut In Edge Painting as our painting subcontractor on Beale Air Force Base for the Temporary Lodging Facility, which was a US Army Corps of Engineers project. We had not had past experience with this subcontractor. During this project we were able to grow and develop a great business relationship with Cut In Edge Painting. Although it has only been one project, it did span over a couple years as there were many delays affecting final completion. Nonetheless, Cut In Edge Painting hung in on the project, weathered the difficulties, and continued to provide exceptional service. Their lead painter was willing to help us complete some additional sealant scope of work that was not part of their original work scope. This was a big help to us completing the project for Beneficial Occupancy by the owner.

With the help of Cut In Edge Painting, Hal Hays Construction was able to successfully close out another high profile project. I can confidently disclose that Hal Hays Construction does consider them a preferred painting contractor and would be pleased to work with them on future projects. We are proud to give them a high recommendation.

Sincerely,

Tom Bailey

Digitally signed by Tom Bailey
DN: cn=Tom Bailey, o=Hal Hays Construction Inc., ou=NorCal Operations Mgr,
email=tbailey@halhays.com, c=US
Date: 2020.02.28 11:52:27 -08'07

HAL HAYS CONSTRUCTION INC.
Thomas E. Bailey, NorCal Operations Manager

4181 Latham Street, Riverside, CA 92501 ♦ (951) 788-0703 Phone ♦ (951) 788-1517 Fax ♦ www.halhays.com



McCuen Construction, Inc. Lic #880160

COMMERCIAL, GENERAL ENGINEERING AND BUILDING CONTRACTOR

11/09/2018

To whom it concerns,

MCI has worked with Cut In Edge Painting on several projects and have discovered one of the most responsible, ethical, and professional painting contractors in Northern Ca. Having said that Cut In Edge Painting has the expertise through extensive knowledge and experience to head off potential disaster results due to potential non-compatible existing painting conditions, that says a lot in the care that Cut In Edge Painting takes on every project, they go way above normal through investigation and checking the specifications thoroughly. I would also like to add that if something needs to get done on time and professionally, these guys make it happen. They stand by their quality and will make sure the work is accepted before leaving the job. Cut In Edge will deliver and will leave the area clean and ready to occupy.

It has been a pleasure working with this company and as always, I look forward to the next project with them.

Sincerely,

Frank Gonczerek
Vice President Norther Division
McCuen Construction
Loomis, Ca. 916-652-7824
Red Bluff, Ca 530-727-9256

Frank@mccueninc.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2019

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

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


PRODUCER Siskiyou Insurance Services P. O. Box 491600 857 Mistletoe Lane Redding CA 96049	CONTACT NAME: KATHY MCINTOSH PHONE (A/C, No, Ext): (530) 224-2345 E-MAIL ADDRESS: kmcintosh@siskiyouinsurance.com	FAX (A/C, No): (530) 224-2346
	INSURER(S) AFFORDING COVERAGE	
INSURED CUT IN EDGE PAINTING, INC. 22499 CLOUD CREEK PLACE COTTONWOOD CA 96022	INSURER A: Contractors Bonding Insurance Company	NAIC # 37206
	INSURER B: GUARD INSURANCE COMPANY	
	INSURER C: Market Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL1712000743 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C11SL8415	10/12/2018	10/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/CP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CUAU977796	11/06/2018	11/06/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MWCO141668-01	01/19/2019	01/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

BID BOND
(Percentage)

Bond No. 65236180

KNOW ALL PERSONS BY THESE PRESENTS, That we Cut in Edge Painting
of 22499 Cloud Creek Pl, Cottonwood, CA 96022

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto ORANGEVALE RECREATION AND PARK DISTRICT

xxx, hereinafter referred to as the Obligee, in the amount of
Ten Percent of the Amount Bid
(10%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
ORANGEVALE COMMUNITY CENTER PARK BUILDINGS PAINTING PROJECT

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 30th day of September, 2020

Principal

Cut in Edge Painting

BY: *Hyla Dankow*
Surety

WESTERN SURETY COMPANY

BY: *Kathryn Ann Mc Intosh*
Kathy Ann Mc Intosh, Attorney-in-Fact



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SHASTA

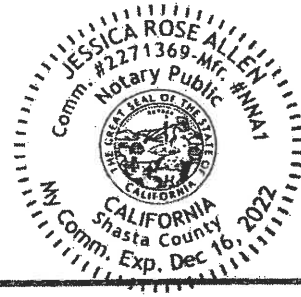
On 9/30/2020 before me, JESSICA ROSE ALLEN, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared KATHY ANN MCINTOSH
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Rose Allen, Notary Public (Seal)



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65236180

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Kathy Ann Mc Intosh

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Cut in Edge Painting

Obligee: ORANGEVALE RECREATION AND PARK DISTRICT

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

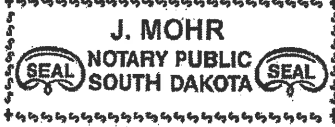
If Bond No. 65236180 is not issued on or before midnight of December 29th, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 30th day of September, 2020.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 30th day of September, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 30th day of September, 2020.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-10-2017

STAFF REPORT



DATE: 10-8-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE AGREEMENT WITH THE LOW BIDDER, CUT IN EDGE PAINTING, INC. FOR THE ORANGEVALE COMMUNITY CENTER PARK BUILDINGS PAINTING PROJECT IN THE AMOUNT OF \$49,856

RECOMMENDATION

Approve the Agreement with the Low Bidder, Cut In Edge Painting, Inc. for the Orangevale Community Center Park Buildings Painting Project in the amount of \$49,856.

BACKGROUND

Nine bids were received for the Orangevale Community Center Park Buildings Painting Project. Cut In Edge Painting, Inc. was the low bidder on the project. The project includes painting the Community Center including some minor stucco repairs and several dry rot repairs to the fascia. In addition, the three new buildings (Building 1, Building 2, and the Cottage) were an add alternate to the bid as well as the Activity Building and the Swimming Pool. All buildings will be painted in the current colors of Green Thumb for the trim and Full Sun for the walls. The low bid was submitted by Cut In Edge Painting, Inc. Reference checks are being completed and if satisfactory, staff recommends approval of the Agreement with Cut In Edge Painting, Inc. in the amount of \$49,856.

MOTION TO CONSIDER

I move we Approve the Agreement with the Low Bidder, Cut In Edge Painting, Inc. for the Orangevale Community Center Park Buildings Painting Project in the amount of \$49,856.

AGREEMENT

This Agreement is made and entered into this 8th day of October, 2020, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the “District” and Cut In Edge Painting, Inc., hereinafter referred to as “Contractor”. Contractor will construct, on behalf of the District, a project consisting of the Orangevale Community Center Park Buildings Painting Project (the “Project”). The Project is located 6826 Hazel Avenue, Orangevale, California.

RECITALS

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

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

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

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

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

CONTRACT DOCUMENTS

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

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-

versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

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

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, other required permits, sales taxes, shop drawings and samples to complete in a workman-like manner, the following work: Painting the Orangevale Community Center, Building 1, 2, and the Cottage, Activity Building, and the Swimming Pool Building as specified in the bid documents attached located at 6826 Hazel Avenue, Orangevale, California.

INVESTIGATION BY CONTRACTOR

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

COMPLETION

4. Contractor shall be required to begin work 10 (ten) 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 sixty (60) calendar days from said written notice.

Should Contractor fail to complete the work described in this Agreement and the other Contract Documents incorporated herein within the time fixed for completion, Contractor shall be liable to the District in the sum of One Hundred Dollars (\$100) per calendar day each day said work remains incomplete beyond the time set for completion in the Contract Documents as and for agreed and liquidated damages. It is expressly agreed and stipulated by and between the parties hereto that said liquidated damages do not constitute a penalty since it would be impractical and extremely difficult to fix the actual amount of damages to the District as the result of any failure to complete said work within the period of time specified in the Contract

Documents.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: Forty-nine Thousand Eight Hundred and Fifty Six Dollars (49,856). No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

- a. Four weeks after notice to proceed;
- b. at completion of the work;

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

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

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

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

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

PREVAILING WAGES

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

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

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

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

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

EIGHT HOUR DAY LIMITATION

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

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

INSURANCE

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

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

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor,

all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

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

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

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

By execution of this Agreement, Contractor certifies as follows:

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

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

notification of such cancellation or reduction.

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

PERFORMANCE AND PAYMENT BONDS

9. Contractor shall, at the time of execution of this Agreement, file two (2) separate bonds with the District, each made payable to the District. These bonds shall be issued by a surety company admitted to do business in the State of California as an insurer and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement and shall guarantee the faithful performance of all aspects of this Agreement. The second bond shall be the payment bond required by Division Three, Part 4, Title 15, Chapter 7 of the Civil Code of the State of California, and shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement to guarantee the payment of wages and materials, supplies or equipment used in the performance of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provisions of this Agreement shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code. Prior to commencing work under this Agreement, Contractor shall provide a Certificate of Fact issued by the County of Sacramento, Department of Finance, County Clerk-Recorder or Certificate of Authority issued by the State of California, Department of Insurance for any and all sureties issuing the bonds required under this Agreement. By execution of this Agreement, Contractor further certifies and represents that any and all sureties issuing the bonds required under this Agreement are authorized to do business in the State of California and that the bonds fully comply with Civil Code Sections 3247 and 3248, and the Bond and Undertaking Law, Code of Civil Procedure Section 995.010, et seq.

INDEMNIFICATION

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

CHANGE ORDERS

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

WARRANTY

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

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

CORRECTION OF WORK AND BACK CHARGES

13. Contractor will immediately, upon written orders of the District and/or Architect,

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

CLEANUP

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

CONCEALED CONDITIONS

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

CONTRACTOR AS INDEPENDENT CONTRACTOR

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

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

contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

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

DEFAULT BY CONTRACTOR

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

SAFETY

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

PERMITS AND INSPECTIONS

19. Contractor agrees and understands that it is the responsibility of Contractor to

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

25. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from

terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement

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

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

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

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

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

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

By _____
Chairperson

By _____
Secretary

CONTRACTOR

By _____
Cut In Edge Painting, Inc. Authorized Representative

Title: _____

Contractor's License Number: _____

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

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

Identifying Information

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

Unconditional Waiver and Release

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

Exceptions

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

Signature

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

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Identifying Information

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

Unconditional Waiver and Release

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

\$ _____

Exceptions

This document does not affect the following:

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

Signature

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

EXHIBIT C

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

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

Identifying Information

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

Conditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. This document is effective only on the Claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable To: _____

Exceptions

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

Signature

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

EXHIBIT D

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Identifying Information

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

Conditional Waiver and Release

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

Maker of Check: _____
Amount of Check: _____
Check Payable To: _____

Exceptions

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): _____
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

NOTICE TO CONTRACTORS INVITING INFORMAL BIDS

NOTICE IS HEREBY GIVEN that Orangevale Recreation & Park District (the “District”) will receive sealed bids as follows:

BID DATE: **Wednesday, September 30, 2020 at 10 AM**

SUBMIT BIDS TO: **Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662
Until 10 AM (Local Time)**

FOR: **Orangevale Community Center Park Buildings Painting Project**

CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED **Gen. Bld., Painting and Decorating Class B, C-33**

PRE-BIDDING MEETING DATE & TIME **Wednesday, September 23, 2020, 10AM**

PROJECT DESCRIPTION: The work to be performed under this contract includes the furnishing of all labor, materials, tools, equipment and services for the Orangevale Community Center Buildings Painting Project.

THERE WILL BE A MANDATORY PRE-BID MEETING ON WEDNESDAY SEPTEMBER 23, 2020 AT 10 AM AT THE PROJECT SITE AT 6826 HAZEL AVENUE, ORANGEVALE, CA 95662. ATTENDANCE OF ALL POTENTIAL BIDDERS IS REQUIRED AND IS A PRECONDITION TO BID ACCEPTANCE.

Award of this Contract requires a valid California contractor’s license with the classification identified above.

All bids shall be opened and read aloud at the District’s offices, 6826 Hazel Avenue, Orangevale, California. If attending the bid opening in person, wearing masks and social distancing will be required.

Copies of the above plans and specifications are available at the office of the District, 6826 Hazel Avenue, Orangevale, California between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday or can be emailed upon request.

Each bid must be submitted on the bid forms provided in the Contract Documents, including the Proposal for Construction Contract - Bid Form, List of Proposed Subcontractors, Contractor Responsibility Determination Criteria, Noncollusion Affidavit and Pre-Bid Site Inspection Certification to the clerk of the Board of Directors on standard forms which may be obtained from the District at 6826 Hazel Avenue, Orangevale, California.

Pursuant to Section 1720 et seq. and 1770 et seq. of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the District office at 6826 Hazel Avenue, Sacramento, California. Those copies shall be made available to any interested party on request. Contractor may be required to comply with the requirements of the Compliance Monitoring Unit of the California Department of Industrial Relations as set forth in Section 1771.3 of the California Labor Code.

The Board of Directors of the District reserves the right to reject any or all bids received as the public good may require and to waive any informality in bidding.

Dated: September 11, 2020

ORANGEVALE RECREATION & PARK
DISTRICT

By: 
Clerk of the Board of Directors

ORANGEVALE COMMUNITY CENTER PARK BUILDINGS PAINTING PROJECT

SPECIFICATIONS

I. SCOPE OF WORK

This section includes performance of all work necessary for the Orangevale Community Center Park Buildings painting project. The Contractor shall be responsible for the proper preparatory work including pressure washing, stucco surface repair where necessary, wood trim replacement where needed and priming and painting of exterior walls and trim surface. Contractor shall be responsible for the proper disposal of all items to be removed and/or demolished or disposed of. The scope of work for this project includes: Painting the exterior of the following buildings:

Orangevale Community Center (Approx. 9,500 square feet of painted surface) with add alternate for the combined Building 1, Building 2, and Cottage facilities (Approx. 7,600 square feet of painted surface). Project including: The cleaning/washing and preparation work for all walls and trim of the building. The repair/sealing of any cracks, holes, etc. found in the surface to be painted. The replacement of any roof trim where necessary. Primer seal all exterior walls and trim with primer sealer prior to painting. Paint surface with two coats of premium quality 100% acrylic elastomeric exterior low sheen paint. Painted doors, metal trim, facia, railings, and other miscellaneous details shall receive one coat of primer followed by two coats of premium quality 100% acrylic exterior semi-gloss paint. Color will be chosen by the Orangevale Recreation & Park District (OVparks). Unpainted masonry receives two coats of long-lasting high-performance water repellent.

II. REFERENCES

- A. County of Sacramento Standard Construction Specifications and Details.
- B. ANSI/ASTM - Specifications for masonry concrete structures.
- C. California Building Code
- D. CAL-OSHA

III. JOB COORDINATION

- A. Unless otherwise approved by Governing Authorities, provide necessary barricades, warning devices, and equipment movements to maintain pedestrian out of the work area. The Contractor shall be solely responsible for public safety within the worksite boundaries. **The Orangevale Community Center will remain open during construction, but areas surrounding the building can be closed. Contractor shall schedule work efficiently to minimize the closure of the areas affected by the work.**
- B. Field Measurements: Verify measurements in the field with proposed plan. If conflicts exist notify Construction Inspector.

- C. Supervision: Contractor consults with OVparks concerning details of scheduling of all work. Contractor must always have a competent person in charge of work to whom OVparks may issue directives and who shall accept and act upon such directives. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of contract unless such directives would create potential personal injury or safety hazards.
- D. Inspections: OVparks inspects work at its discretion. Immediate correction of any work not done to industry standards as noted by OVparks will be communicated to the contractor and will be performed by the contractor at no additional expense to OVparks.
- E. Utility Agencies: Are contacted by Contractor any time assistance is needed to work safely around overhead or underground installations. The Contractor shall coordinate with the utility for removal of all necessary limbs and branches that may conflict with or create a personal injury hazard in conducting the operations of this contract.
- F. Damages: Done by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and will be repaired or compensated for by the Contractor to the satisfaction of both injured party and OVparks at no cost to OVparks.

IV. WARRANTY

- A. Repair or replace any defective work, material or part which may appear within one year of the date of acceptance.
- B. Upon failure to comply with the above guarantee within a reasonable length of time after notification is given the Owner's Representative shall have the repairs made at the Contractor's expense.

V. QUALITY ASSURANCE

- A. Provide at least one person who shall be present at all times during execution of the work and who shall be thoroughly trained and experienced in placing the types of material specified and who shall direct all work performed under this project.

VI. JOB CONDITIONS

- A. Prior to installation of the work, carefully inspect the installed work of others and verify that all such work is complete to the point where this installation may properly commence. Contractor shall protect existing conditions and restore and repair any areas that are damaged by the Contractor during the construction period including but not limited to utilities, landscape, and pavement.

VII. CONSTRUCTION COORDINATION

- A. Obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them so provisions for their work can be made without delaying the project.

VIII. TECHNICAL SPECIFICATIONS

SURFACE PREPARATION

1. Galvanized Metal

Allow to weather a minimum of 6 months prior to coating. Clean per SSPC-SP1 using detergent and water or a degreasing cleaner, then prime as required. When weathering is not possible or the surface has been treated with chromate's or silicates, first Solvent Clean per SSPC-SP1 and apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP7 is necessary to remove these treatments.

2. Previously Coated Surfaces

Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer.

Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required.

3. Stucco

Comply with manufacturer's written instructions and recommendations in applicable to substrates and paint systems. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Clean surface to be primed and painted from materials that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

Surface must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted as soon as possible. The pH of the surface should be between 6 and 9, unless the products to be used are designed to be used in high pH environments such as Loxon.

4. Wood (Exterior)

Surface must be free from dirt and loose material. Wash surface if necessary. Surface must be dry before primer and paint is applied. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth.

STUCCO SURFACE REPAIR

Repairs & patches to use a compatible stucco system.

A. General Repair

1. Preparation of the repair area straight line or saw cuts must be made irregular by chipping away the edge. Remove any loose material and expose approximately 2" of the existing lath at all edges of the repair area.
2. Installing the water resistive barrier A minimum 6" vertical and 2" horizontal weatherboard/shingle lap is necessary, lap the top and sides under the existing and allow the bottom to lap over the existing paper.
3. Installing the lath Cut lath to fit and lap the existing over/on top of the new. The simple rule of thumb to remember is "paper over paper and wire over wire". Note: When using wire lath, metal lath "butterflies" (6" x 12" strips of metal lath) are recommended at the corners of openings such as doors and windows normally installed before the field area.
4. Installing the base coat. Follow manufacturer's instructions regarding not bonding the scratch coat to the edge of the repair area, cure times, etc. Match adjacent stucco thicknesses. Install acrylic bonding agent per manufacturer's instructions.
5. Applying the finish; Apply the finish using the same type and color of product that exists on the wall, matching the existing finish and texture to the best of your ability. Taper the new finish in to the existing finish.

B. Stucco Crack Repair

1. Cracks 1/16-inch wide and smaller (hairline cracks) Clean existing surface and coat wall surface with elastomeric coating in accordance with written product instructions.
2. Cracks not wider than 1/16-inch Remove finish along crack, clean crack of loose material and seal crack with a crack filler per manufacturer's instructions. Tool and apply new finish to the area per manufacturer's directions. Match adjacent texture.
3. Repair of Cracks 1/16-inch to 1/8 inch wide. Remove finish along crack, clean crack and install crack filler per manufacturer's instructions. Install mesh and skim coat material and tool per manufacturer's instructions. Allow to cure and install finish per manufacturer's instructions matching adjacent texture.

END OF SPECIFICATION

REMOVAL OF HAZARDOUS MATERIAL

This bid line item shall include all work to remove and properly dispose of any hazardous waste and materials from the job site.

1. REGULATORY REQUIREMENTS

- A. Conform to applicable jurisdictional authority regulations and codes for disposal of debris and materials.
- B. Coordinate clearing work with utility companies.
- C. Contractor shall comply with all applicable laws and ordinances regarding hazardous materials, including contaminated soils, hazardous material transformers, and similar materials or components.
- D. Contractor shall comply with the County of Sacramento regulations regarding Construction and Demolition Reduction, Reuse, and Recycling.

2. EXISTING CONDITIONS

- A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify District Inspector promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations after discovery of such unknown active utilities.
- B. Conduct demolition to minimize interference with adjacent structures or items to remain. Always maintain protected egress and access.

3. PROTECTION

- A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur.
- B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.
- C. Safety Precautions: Prevent damage to existing elements identified to remain or to be salvaged and prevent injury to the public and workmen engaged on site. Do not allow demolition debris to accumulate on site. Pull down hazardous work at end of each day; do not leave standing or hanging overnight, or over weekends.
- D. Protect existing items which are not indicated to be altered. Protect utilities designated to remain from damage. Protect bench marks from damage or displacement.
- E. **Storage of any materials or equipment must be coordinated with a District representative.**

CLEANING

Upon completion of work of this Section promptly remove from the working area all trash, scraps, debris and other material and supplies. Clean excess material, such as paint residue, from surface surrounding the structure area surfaces and utility structures. Remove all stains from surrounding areas, sidewalks and parking lots if necessary.

INSTRUCTIONS TO BIDDERS

From: BOARD OF DIRECTORS OF ORANGEVALE RECREATION & PARK DISTRICT

Project: ORANGEVALE COMMUNITY CENTER PARK BUILDINGS PAINTING PROJECT

I

DEFINITIONS

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

9. A "subcontractor" is a person or entity who submits a bid to a bidder for materials, equipment or labor for a portion of the work.

II

BIDDER'S REPRESENTATIONS

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

III

BIDDING DOCUMENTS

1. Copies:
 - A. Bidders may obtain complete sets of the bidding documents including plans and specifications for the project at the locations set forth in the Notice to Contractors Inviting Informal Bids.

- B. Bidding documents will not be issued directly to subcontractors or others unless specifically offered in the Notice to Contractors Inviting Informal Bids, or in supplementary instructions to bidders.
 - C. Bidders shall use complete sets of bidding documents in preparing bids; the District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
 - D. In making copies of the bidding documents available on the above terms, the District does so only for the purpose of obtaining bids on the work and does not confer a license or grant permission for any other use of the bidding documents.
2. Interpretation or Correction of Bidding Documents:
- A. The bidder shall carefully study and compare the bidding documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the bid is submitted, shall examine the site and local conditions, and shall at once report to the District any errors, inconsistencies or ambiguities discovered.
 - B. Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, labor, etc. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule, or the sum of two or more bidding schedules, does not equal the total amounts quoted, the individual item or schedule amount shall govern and the corrected total shall be deemed to be the amount bid.
 - C. Bidders and subcontractors requiring clarification or interpretation of the bidding documents shall make a written request to the District at least seven (7) days prior to the date for receipt of bids.
 - D. Interpretations, corrections and changes of the bidding documents will be made by addendum. Interpretations, corrections and changes of the bidding documents made in any other manner will not be binding and bidders shall not rely upon them.
3. Substitutions:
- A. The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
 - B. No substitution will be considered prior to receipt of bids unless written request

for approval has been received by the District at least ten (10) days prior to the date for receipt of bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution. The District's decision of approval or disapproval of a proposed substitution shall be final.

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

4. Addenda:

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

5. List of Proposed Subcontractors:

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

which will be done by each such subcontractor. The bidder shall list only one subcontractor for each portion of the work as defined by the bidder in its bid.

- D. If bidder fails to specify a subcontractor for any portion of the work to be performed pursuant to the Contract Documents in excess of one-half of one percent (.5%) of the total bid, the bidder agrees to perform that portion of the work itself.

6. **Anti-Discrimination.**

- A. It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, gender, gender identity, gender expression, age, sexual orientation, marital status, physical disability, mental disability, medical condition, and/or genetic information, . All Bidders agree to comply with the District's anti-discrimination policy and all applicable federal and California anti-discrimination laws including but not limited to the California Fair Employment and Housing Act beginning with California Government Code Section 12940, et seq. and California Labor Code Section 1735. In addition, all bidders agree to require like compliance by any subcontractor employed by them on the work of the Contract Documents.

IV

BIDDING PROCEDURES

1. **Form and Style of Bids:**

- A. Bids shall be submitted on forms identical to the form included with the bidding documents. All bids shall be accompanied by a Pre-Bid Site Inspection Certification, List of Proposed Subcontractors and a Noncollusion Affidavit in order to be considered a complete bid.
- B. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- C. Interlineations, alterations and erasures must be initialed by the signer of the bid.
- D. All requested alternates shall be bid. If no change in the base bid is required, enter "No Change".
- E. Where two (2) or more bids for designated portions of the work have been requested, the bidder may, without forfeiture of the bid security, state the bidder's refusal to accept award of less than the combination of bids stipulated by the

bidder. The bidder shall make no additional stipulations on the bid form nor qualify the bid in any other manner.

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

2. Bid Security:

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

admitted to do business in the State of California as an insurer.

- D. The District will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

3. Submission of Bids:

- A. All copies of the Bid Form, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to ORANGEVALE RECREATION AND PARK DISTRICT and shall be identified with the project name, bidder's name and address and, if applicable, the designated portion of the work for which the bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- B. Bids shall be deposited at the District office prior to the time and date for receipt of bids. Bids received after the time and date for receipt of bids shall be returned unopened.
- C. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.
- D. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.

4. Modification or Withdrawal of Bid:

- A. A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and each bidder so agrees in submitting a bid.
- B. Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the District at the District office. Such notice shall be in writing over the signature of the bidder or by telegram. If by telegram, written confirmation over the signature of the bidder shall be mailed and postmarked on or before the date and time set for receipt of bids. A change shall be so worded as not to reveal the amount of the original bid.
- C. Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids provided that they are fully in conformance with these Instructions to Bidders.
- D. Bid security, if required, shall be in an amount sufficient for the bid as modified

or resubmitted.

5. Disqualification of Bidders:

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

6. Relief of Bidders:

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

7. Public Records:

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

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

V

CONSIDERATION OF BIDS

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

the work successfully and promptly, has demonstrated the ability to abide by all terms set forth in the Contract Documents and whose bid complies with the specified requirements.

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

5. Bid Protest Procedures:

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

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

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

VI

POST-BID INFORMATION

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

VII

PERFORMANCE BOND AND PAYMENT BOND

1. Bond Requirements:
 - A. The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The second bond shall be the payment bond required by Division Four, Part 6, Title 3, Chapter 5 of the Civil Code of the State of California. Bonds must be secured through sureties admitted to do business in the State of California.
 - B. The cost of furnishing such bonds shall be included in the bid. If the furnishing of such bonds is required after receipt of bids and before execution of the contract, the cost of such bonds shall be added to the bid in determining the contract sum.
2. Time of Delivery and Form of Bonds:
 - A. The bidder shall deliver the required bonds to the District at the time of execution of the Contract Documents. Prior to execution of the Contract Documents, bidder shall submit evidence satisfactory to the District that such bonds will be furnished and delivered in accordance with the bidding documents.
 - B. The bidder shall also deliver a certificate of fact with respect to such surety issued by the County of Sacramento, Department of Finance, County Clerk - Recorder, which certificate is issued pursuant to Code of Civil Procedure Section 995.640(a), or a certificate of authority with respect to such surety issued by the State of California, Department of Insurance. The required certificates shall certify that each surety issuing bonds on behalf of bidder is admitted to conduct surety business in the State of California. If the required bonds and certificates are not received by District by the time for execution of the Agreement, the bid will be rejected as nonconforming and award of the contract may be made to the next lowest responsible bidder. The bid security of bidder shall be forfeited to the District as liquidated damages, not as a penalty.
 - C. The bonds shall be in substantially the same form as set forth in the bidding documents and both the performance bond and payment bond shall be written in the amount of the contract sum.
 - D. The bonds shall be dated on or after the date of the Contract Documents.
 - E. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

VIII

AGREEMENT BETWEEN PARK DISTRICT AND CONTRACTOR

1. Execution of Agreement:

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

2. Workers' Compensation Insurance.

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

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

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

**PROPOSAL FOR CONSTRUCTION CONTRACT
BID FORM**

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

Bidder:

Project: Orangevale Community Center Park Buildings Painting Project

Members of the Board of Directors:

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

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

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

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

Name and Address of Partnership or Corporation:

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

IMPORTANT NOTICE

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

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

Date of Expiration of Contractor's License: _____

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

By _____ Date: _____
Name:

ATTACHMENT A

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract. Contractor agrees to supply and/or perform all the work described below and as instructed by the Specifications and District Inspector in a good workmanlike manner for the following Lump Sum prices:

Item No.	Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
1	Comm. Ctr. Build. Painting		SF		
2	Seal Unpainted Masonry		SF		
				Total Base Bid	

Item No.	Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
3	Add Alt. 1: Building 1, 2, Cottage		SF		
				Total Add Alt. 1	

Base Bid & Add Alt. 1				Total Base Bid and Add Alt. 1	
----------------------------------	--	--	--	--------------------------------------	--

Item No.	Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
4	Add Alt. 2: Activity Building		SF		
				Total Add Alt. 2	

Base Bid & Add Alt. 1 & 2				Total Base Bid and Add Alt. 1,2	
--	--	--	--	--	--

Item No.	Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
5	Add Alt 3: Pool Facility		SF		
				Total Add Alt. 3	

Base Bid & Add Alt. 1, 2, 3				Total Base Bid and Add Alt. 1,2,3	
--	--	--	--	--	--

END

PRE-BID SITE INSPECTION CERTIFICATION

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

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

Name of Bidder: _____

Dated: _____

By _____

Title: _____

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

Name: _____ Date of inspection: _____

Title: _____

Name: _____ Date of inspection: _____

Title: _____

Name: _____ Date of inspection: _____

Title: _____

LIST OF PROPOSED SUBCONTRACTORS
(to be submitted with bid)

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

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

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

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

The undersigned declares:

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

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

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

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

Orangevale Recreation & Park District
Orangevale Community Center Park Facilities Painting Project

Addendum 1

Instructions and Clarifications to the Bid Documents - September 23, 2020

Q. Does the district have a specific Bid Bond Form that will need to be utilized for the bid or is a generic Bid Bond form acceptable?

A. A generic bid bond form is acceptable.

Q. What is the estimated start date for project?

A. Within 30 days of contract execution. Approximately November 10th. The contract is scheduled to be awarded at the October 8, 2020 Board of Directors Meeting and can begin when the contract documents have been executed and received by the District.

Q. When is the estimated date of completion for the project?

A. Within 60 days or approximately December 30th.

Q. Will any Liquidated Damages apply to the contract, if so, what would it be?

A. \$100 per day without justification of extension.

Q. Will the bid be awarded with or without the add alternates?

A. The base bid will be awarded even if the add-alternates are excluded unless for some reason the Board of Directors determines an issue with the bidding.

Q. Will a Contractor Responsibility Determination Criteria Form be required?

A. No, However the District is requiring references from three painting projects (preferably public projects) within the past one-year period.

Q. How much trim work is needed?

A. A section of approximately 20' of trim needs to be replaced at the southwest corner of the Community Center and this should be included in the base bid price. For any addition work please include a square foot price for repairs.

Q. Can you please stipulate the requirements for repairing cracks in the stucco portion of the Community Center?

A. Repairs to any cracked surface including previously patched areas should be completed so that lines are not visible from 20 feet from the repair after painting.

Q. Do we have to repair crack in bricks?

A. Bricks do not need to be repaired.

Q. Should we use anti-graffiti paint or sealant?

A. No.

Q. What type of paint should be used on the trim?

A. Kelly Moore Epic Oil Modified Paint or Equal.

Q. What about the broken stucco between the joints?

A. Repair any broken stucco between joints.

Q. Should metal caps be replaced?

A. No.

Q. Should the railing around the Community Center be painted?

A. Yes, all railings should be prepared and painted around the entire Community Center.

Q. Should the light poles be painted?

A. No.

Q. What about windowsills?

A. No.

Q. Do we seal brick walls not attached to building?

A. Yes, pressure clean and seal.

Q. Should the roll-up door be painted?

A. Yes.

Q. What about the shrubs and trees next to building?

A. OVparks will trim and/or pull back all shrubs six inches from the building surface to be painted.

Q. Do we clean or seal grey retaining wall blocks at back of OCC patio along stairs and handicap walkway?

A. No.

Q. Do we paint the outside of the exterior doors only?

A. Yes.

Q. For the Activity Building Add Alternate, will the handrails be painted?

A. Yes

Q. What about the wainscoting?

A. No

Q. Any work on Pool roof?

A. No.

Q. Seal coat bricks on back "wall" past pool building?

A. No.

Q. Do we paint building body, trim, and downspouts?

A. **Paint the body only at the Swimming Pool. (The trim and downspouts are prefinished so it was concluded that they wouldn't be painted.)**

Q. Paint pool fence?

A. No.

Greg Foell

From: Greg Foell
Sent: Friday, September 25, 2020 8:17 AM
To: northerncapainting@gmail.com; robert@cutinedgepaintinginc.com; kalliopi406@comcast.net; hbr.inc.17@gmail.com; rcp4619@yahoo.com; yodapainting@gmail.com; 'sebastian@sacprobuiders.com'; dave.mpi@sbcglobal.net; anchorspainting@gmail.com; art.jpbdesigns@gmail.com; info@polychromepainting.com; paineconstruction@gmail.com; mike_dhpainting@aol.com
Subject: Additional Project Questions

We have had two additional questions regarding the project:

Q. Regarding the proposal form, how do we find square footage for alternates? Or do we just need to enter total cost without estimated square footage.

A. The District did its best on measurements for the Community Center and the three buildings for Add Alt. 1 but we need all bidders to be responsible for your quote and not rely on the square footage in the Scope of Work. For add Alt. 2 & 3 the District didn't provide measurements. It is up to each contractor to measure for Add Alt. 2 & 3. The District will accept Total Cost for each line item without the square footage or unit cost included.

Q. The bonding Company wants to know what is the liquidated damages and how many working or colander days to perform the project?

A. The liquidated damages are \$100 per day with a 60 calendar day project window.

Please let me know if you have additional questions. Thank you.

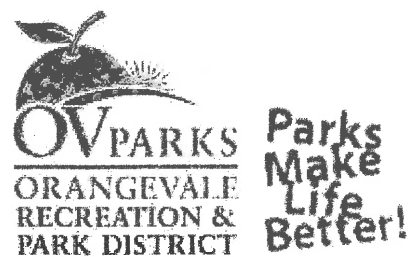
Greg Foell

District Administrator

Orangevale Recreation & Park District

6826 Hazel Avenue, Orangevale CA 95662

916-988-4373, FAX 916-988-3496



STAFF REPORT



DATE: 10-8-20

TO: Board of Directors

FROM: Greg Foell, District Administrator

**SUBJECT: APPROVE THE QUOTE FROM TURF STAR FOR A
GROUNDMASTER 4000-D T4 COMPLIANT DIESEL 54 HP MOWER
IN THE AMOUNT OF \$69,543.36**

RECOMMENDATION

Approve the Quote from Turf Star for a Groundmaster 4000-D T4 Compliant Diesel 54 HP Mower in the amount of \$69,543.36

BACKGROUND

A wide-area mower was approved for purchase in the 2020/21 Fiscal Budget in the amount of \$75,000. Staff is recommending the Toro Groundmaster 4000-D. A quotation was received from Turf Star using the State collective purchasing pricing in the amount of \$69,543.36. Staff recommends approving the purchase from Turf Star.

MOTION TO CONSIDER

I move we approve the Quote from Turf Star for a Groundmaster 4000-D T4 Compliant Diesel 54 HP Mower in the amount of \$69,543.36



Date: October 2, 2020

Quotation for Orangevale Rec & Park District

Quote No:621967-00

Prepared For: Horacio Oropeza	Quote No: 621967-00
Orangevale Rec & Park District	iQuote No: 57225
6826 Hazel Ave	Sales Person: Tim McCoy
Orangevale, CA 95662	tim.mccoy@turfstar.com (916) 709-7124

CMAS Pricing
CMAS CONTRACT# 4-07-51-0020A (mowers & grounds equipment)
CMAS CONTRACT# 4-07-78-0036A (vehicles)
Local agencies pay ZERO
State Agencies pay an administrative fee of 1.39% , billed direct by the Department of General Services

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Groundsmaster 4000-D T4 Compliant Diesel 54HP	1	\$64,541.39	\$64,541.39	\$5,001.97	\$69,543.36
Totals:			\$64,541.39	\$5,001.97	\$69,543.36



Date: October 2, 2020

Quotation for Orangevale Rec & Park District

Quote No:621967-00

Configuration Product Details 010-Groundsmaster 4000-D T4 Compliant Diesel 54HP

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
30609	Groundsmaster 4000-D T4 Compliant Diesel 54HP	1	\$62,072.43	\$62,072.43	\$4,810.61	\$66,883.04
30420	Recycler Kit GM4000	1	\$1,240.79	\$1,240.79	\$96.16	\$1,336.95
108-1450	BLADE SERVICE PACK, 21.7 5 IN (107-0214)	1	\$153.76	\$153.76	\$11.92	\$165.68
30671	Universal Sunshade Red	1	\$643.43	\$643.43	\$49.87	\$693.30
03247	Operating Cooling Fan	1	\$210.06	\$210.06	\$16.28	\$226.34
03248	Switch Panel, Universal Sunshade	1	\$185.07	\$185.07	\$14.35	\$199.42
131-6691	SEAT COVER, LARGE	1	\$35.85	\$35.85	\$2.78	\$38.63
Totals:						\$69,543.36



Date: October 2, 2020

Quotation for Orangevale Rec & Park District

Quote No:621967-00

Standard Terms and Conditions

Prices, including all finance options, are valid for 30 days from date of quotation. Open Account Terms are N30, subject to credit approval. Used and demo equipment is in high demand and availability is subject to change. Delivery is FOB Destination, unless otherwise stated

Office Locations

Northern California:

5646 W Barstow Ave Ste 104
Fresno, CA 93722
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

11175 SW Elligsen Way
Sherwood, OR 97140
Ph: (503) 691-0250

5869 South 194th
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>
For more information, please visit <http://www.ttcoCAProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrester may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.

TORO

Groundsmaster® 4000-D/4010-D

WIDE AREA ROTARY MOWERS

FEATURES

- 55 hp (41 kW) Yanmar® engine, Tier 4 Final Compliant, turbo-diesel engine
- Smart Power® - optimized mowing in all conditions
- Foldable ROPS
- 11' (3.4 m) width of cut
- Full-time 4WD forward and reverse
- All-time traction assist assures full-time 4WD
- 0° uncut circle in turns
- SmartCool™ auto-reversing cooling fan
- HybridDrive™ cutting deck system delivers unmatched reliability
- 4-way adjustable seat and Air Ride Suspension
- InfoCenter™ displays simple operating info while monitoring machine health
- Integrated ControlHub™ with fingertip electronic controls
- Top and rear air intake for increased cooling
- Climate-controlled safety cab with air conditioning and heater (4010-D)
- Isolated operator platform for greater comfort and smoother ride

Operator-friendly and smart by design.

With Smart Power® technology, high engine torque and patented, HybridDrive™ cutting deck system, the Groundsmaster 4000-D and 4010-D deliver power where you need it most – to cut grass, no matter how tough the conditions. With their excellent trimming capability, you'll maneuver around obstacles with ease. Both mowers can mow a 0° uncut circle, allowing you to mow back and forth patterns without leaving any uncut grass. The patented, parallel hydraulic traction system maintains consistent hydraulic flow between the front and rear wheels to assure full time 4-wheel drive. This allows you to mow with confidence, even on hills and wet grass.

toro.com/4000



Groundsmaster® 4010-D

Groundsmaster® 4000-D

4
TIER

SMART POWER

Call your Toro distributor at 800-803-8676



Groundsmaster® 4000-D/4010-D Specifications



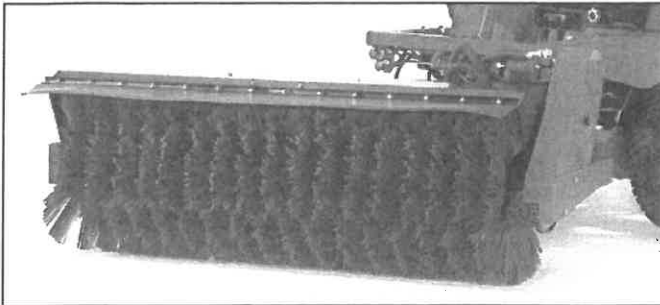
GROUNDMASTER 4000-D, TIER 4 DIESEL, MODEL 30609 GROUNDMASTER 4010-D, TIER 4 DIESEL, MODEL 30636																
ENGINE	Yanmar® 4-cylinder, liquid-cooled, turbo-charged diesel. 127 cu. in. (2.1 liter) displacement. Engine rated at 55 hp (41 kW) net and 125 ft.-lbs. (169 Nm) torque at 2,000 rpm. 8 quart (7.6 liter) oil capacity. EPA Tier IV Final Compliant															
AIR CLEANER	Dry, replaceable primary and safety elements.															
RADIATOR	Rear-mount, cross-flow, 7-row, 6.3 fins per inch, 9 quart (8.5 liter) capacity.															
FUEL CAPACITY	21 gallons (79.5 liters) diesel fuel. Biodiesel-Ready for use up to B-20(20% biodiesel and 80% petroleum blend)															
TRACTION DRIVE	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) standard on Groundsmaster 4000-D models. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear. SmartPower™ feature controls traction speed to maintain optimal cutting blade speed.															
HYDRAULICS/COOLING	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. 9 row, single pass cooler, 6.3 fins per inch, that tilts out for cleaning. Variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.															
DIAGNOSTICS	Diagnostic pressure test ports: forward and reverse traction, left, center and right decks, reverse 4WD, lift, steering, charge and deck counterbalance circuits.															
GROUND SPEED	Transport: 0-16.2 mph (0-26.1 km/h) forward, 0-8.1 mph (0-13 km/h) reverse. Mow: 0-8.3 mph (0-13.4 km/h) forward, 0-4 mph (0-6.4 km/h) reverse.															
TIRES	Front: 26 x 12-12, 6-ply tubeless Multi-Trac. Rear: 20 x 10-10, 6-ply tubeless Multi-Trac.															
MAIN FRAME	All welded formed-steel frame with integral tie-down anchors.															
BRAKES	Mechanically actuated, internal wet disc brakes on input to each planetary drive. Individual foot-operated steering brake control of left and right wheel. Lock pedals together and latch to engage parking brake.															
SEAT	4-way adjustable, right armrest travels with seat and suspension.															
STEERING	Power steering with dedicated power source. Steering wheel tilts to desired operator position. Uncut circle: 0" diameter.															
INSTRUMENTATION	InfoCenter™: Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates fuel level, coolant temp, intake temperature, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temperature, voltage															
CONTROLS	Tilt steering, ignition switch, throttle switch, foot-operated traction pedal, lockable individual brake pedals, parking brake lock, mow/transport speed selector switch, 3-two position switches for individual deck lift/lower, counterbalance adjustment, tow valves, cup holder, toolbox, radio holder, fan switch and 12-volt power outlet.															
CRUISE CONTROL	Standard															
ELECTRICAL	12-volt, 690 cold cranking amps battery, 80 amp alternator (4010-D). Overload protection with automotive type fuses.															
INTERLOCKS	Prevents engine from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat while moving or deck is engaged, traction and / or deck stops, info center alarms and gives message. Mowing only permitted in low range. Traction not allowed if parking brake engaged and pedal moved out of neutral, info center alarms and gives message. Deck transport latches.															
GROUND CLEARANCE	6.5" (16.5 cm)															
OVERALL DIMENSIONS	<table border="1"> <thead> <tr> <th>Height</th> <th>Length</th> <th>Width</th> <th>Transport Width</th> <th>Wheelbase</th> </tr> </thead> <tbody> <tr> <td>85" (216 cm) w/ROPS up</td> <td>135" (343 cm)</td> <td>136" (346 cm)</td> <td>71" (180 cm)</td> <td>55.5" (140 cm)</td> </tr> <tr> <td>93.9" (237 cm) w/ cab</td> <td>w/decks down</td> <td>w/decks down</td> <td>@ 2" (5 cm) HOC</td> <td></td> </tr> </tbody> </table>	Height	Length	Width	Transport Width	Wheelbase	85" (216 cm) w/ROPS up	135" (343 cm)	136" (346 cm)	71" (180 cm)	55.5" (140 cm)	93.9" (237 cm) w/ cab	w/decks down	w/decks down	@ 2" (5 cm) HOC	
Height	Length	Width	Transport Width	Wheelbase												
85" (216 cm) w/ROPS up	135" (343 cm)	136" (346 cm)	71" (180 cm)	55.5" (140 cm)												
93.9" (237 cm) w/ cab	w/decks down	w/decks down	@ 2" (5 cm) HOC													
WEIGHT	4205 lbs. (1907 kg) w/ full fluids (GM4000). 4759 lbs. (2159 kg) w/ full fluids (GM4010).															
SAFETY CAB (4010)	MODEL 30636: ROPS certified cab with heat, AC and the following standard features: climate system pressurized cab, heavy-duty pantograph front windshield wiper and washer, front windshield has 38" of visibility, interior mirror, fold away exterior side mirrors, molded front fenders, right and left doors and rear window have tinted (50%) glass, front and rear windows open, quick release window latches act as emergency exit, rubber sound isolator cab mounts and upholstered interior panels and headliner, textured neoprene floor mat, interior dome light.															
SAFETY	Complies with American National Standards Institute (ANSI B71.4-2012) and applicable ISO EN 5395 (CE) (machine directive 89/392, 91/368, 93/44, 84/538, 89/336) requirements; Optional lights. Meets ANSI/ASAE 5279.12 (Lighting and Marking of Agricultural Equipment on Highways). Foldable ROPS, ISO 21299 certified.															
SOUND PRESSURE OPERATOR EAR**	<80 dB when GM4010-D models (30636 & 30635) have "Quiet Mode" activated by Toro Distributor.															
WARRANTY	Two-year limited warranty. Refer to operator's manual for further details.															
ACCESSORIES	Work light, Road lights consisting of dual taillights, dual headlights, slow moving vehicle sign, turn signal, flasher and lights; Sunshade Beacon															
CUTTING DECKS																
WIDTH OF CUT	Overall: 132" (335 cm), Front: 62" (157.5 cm), Wings: 42" (106.7 cm), Overlap: 7" (12.8 cm).															
MOWING RATE	Mows up to 11.0 acres/h (4.5 hectares/h) at 8.5 mph (13.4 km/h) (assumes no overlap or stops).															
CONSTRUCTION	Welded .100" (25 mm) steel with 7 and 10-gauge steel channel and plate reinforcements, bullnose bumpers.															
DECK DRIVE	Direct mounted hydraulic motor into spindle. Remaining spindle(s) driven by individual B section Kevlar belt. Quick release belt covers.															
HEIGHT-OF-CUT	1"-5" (25-127 mm) in .5" (13 mm) increments.															
SPINDLES	1.25" (3.17 cm) diameter spindle shafts, 9" (22.9 cm) diameter conical ductile iron housing, and 2 greaseable tapered roller bearings.															
BLADES	21.75" (55.2 cm) long, 2.5" (6.4 cm) wide, .25" (.64 cm) thick.															
CASTER WHEELS	8 x 3.50-4, 4-ply, smooth, pneumatic, sealed precision ball bearings.															
GROUND FOLLOWING	6" anti-scalp cups on each blade, adjustable skids on each deck, 4 anti-scalp rollers on front deck and 1 on each wing.															
WING PROTECTION	Bi-directional, impact absorption device on each wing deck.															
RECYCLER KIT	Model 30420 will convert decks into Guardian® Recycler® decks.															
MULCHING KIT	Model 30422.															
SKIDS	Reversible polymeric.															

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties. **Per EN ISO 5295:2013

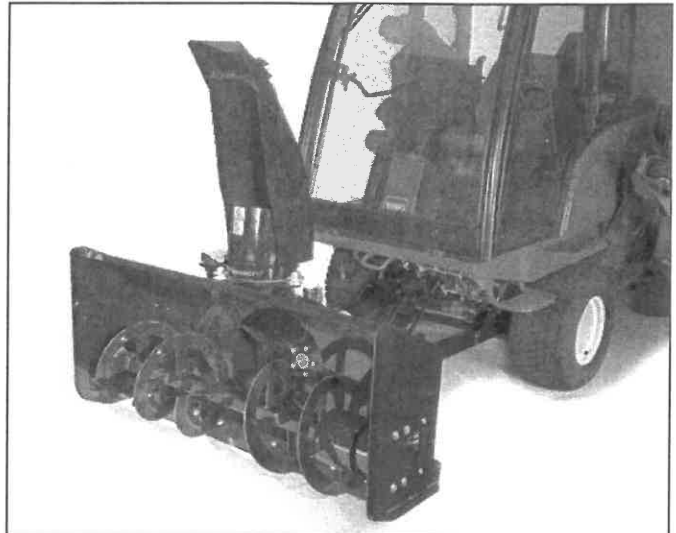




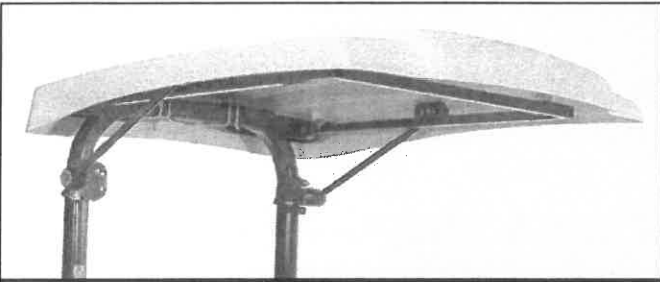
Groundsmaster® 4000-D Attachment Specifications*



	ROTARY BROOM, MB MODEL HCT**
TYPE	Windrow type, front mounted hydraulic broom with dual motors. Electric/hydraulic angling, 30° left and right.
BROOM SIZE	32" (81 cm) diameter x 60" (153 cm) wide.
BRUSH	Sectional brush with combination polypropylene/wire radial segments.
WEIGHT	460 lbs. (209 kg)
OPTIONS	Dirt Deflector, Storage Stands.



	SNOWTHROWER ERSKINE MODEL 2000***
STAGE	2
WIDTH OF CUT	61" (155 cm)
CUTTING HEIGHT	29" (74 cm)
CUTTING EDGE	3/8" x 3" (9.5 mm x 7.6 cm) bolt-on
SKID SHOES	Adjustable
AUGER DIAMETER	16" (41 cm) open flight
FAN DIAMETER	20" (51 cm) 4-blade
CHUTE ROTATION	Hydraulic 270°
SHEAR PROTECTION	Pressure relief
CASTING DISTANCE	Up to 30' (9.14 m)
APPROXIMATE SHIPPING WT.	850 lbs. (386 kg)
HOSES	Included



	SUNSHADE
UNIVERSAL MOUNT SUNSHADE	White, Model 30349
UNIVERSAL MOUNT SUNSHADE	Red, Model 30552



	TWO-POST ROPS EXTENSION SYSTEM
GM4000 MODELS	Fits Models 30605 or 30609
TWO-POST ROPS EXTENSION KIT	Base steel frame attached to existing ROPS and includes a white sunshade. Model 31352
EXTERIOR MIRROR	Quantity (1) Part Number 130-5448
INTERIOR MIRROR	Quantity (1) Part Number 130-5449
ABRASION-RESISTANT POLYCARBONATE WIND SCREEN	Improved resistance to golf ball impacts or vandalism. Model 31324
TEMPERED GLASS WINDSHIELD	Similar safety glass used in Toro all-season safety cabs. Model 31325
WINDSHIELD WIPER KIT FOR TEMPERED GLASS WINDSHIELD	For use with the tempered glass windshield only. Not for use with the polycarbonate wind screen. Model 31311
OPERATOR FAN & INTERIOR HEADLINER KIT	Overhead fan with adjustable speeds – mounts directly over operator. Part Number 132-3435
WIRE HARNESS KIT	Required for all electrical accessories such as wipers, lights and fan. Part Number 122-0729

*Specifications and design subject to change without notice.

** Manufactured by M-B Companies Inc.

*** Manufactured by Erskine Attachments.

Note: The Toro Company does not manufacture or sell the snowthrower or rotary broom, nor does Toro guarantee these accessories in any manner whatsoever.





**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGEVALE RECREATION AND PARK DISTRICT
APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE
RECREATIONAL TRAILS AND GREENWAYS GRANT PROGRAM**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Orangevale Recreation and Park District:

1. Approves the filing of an application for the Orangevale Community Center Park Trail Project; and
2. Certifies that Applicant understands the assurances and certification in the application; and
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained; and
6. Certifies that Applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and
7. Appoints the District Administrator, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

APPROVED AND ADOPTED the 10th day of October 2020. I, the undersigned, hereby certify that the foregoing Resolution Number 20-10-657 was duly adopted by the Orangevale Recreation and Park District on the following roll call vote:

AYES: Stickney, Meraz, Montes, Swenson, Brunberg

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED: _____
Chair, Board of Directors

ATTEST: _____
Clerk of the Board

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

STAFF REPORT



DATE: October 7, 2020

TO: Board of Directors

FROM: Jennifer Von Aesch, Finance/HR Superintendent

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A CATASTROPHIC LEAVE PROGRAM

RECOMMENDATION

Discuss and possibly approve a Catastrophic Leave Program.

BACKGROUND

Staff has expressed a desire to have the ability to donate their accrued leave hours to co-workers who have exhausted their leave bank due to a catastrophic illness or injury. This program policy has been reviewed and updated by our attorney through CAPRI. It provides the clear steps and proper forms by both parties to adhere to the transfer and application.

RECOMMENDED MOTION

I move we approve the Catastrophic Leave Program for the District.

ORANGEVALE RECREATION & PARK DISTRICT

CATASTROPHIC LEAVE PROGRAM

1. PURPOSE:

To establish the procedure for the voluntary donation of leave hours for catastrophic illness or injury to regular employees of the Orangevale Recreation & Park District ("the District").

2. DEFINITIONS:

2.1 Catastrophic illness or injury: means a medically certified illness, injury resulting in incapacity to work, acute or chronic physical or mental condition that prevents an employee from returning to work for a period of twenty (20) or more work days.

2.2 Leave Balance: Vacation leave or compensatory time that has fully accrued to the donor employee.

2.3 Donor: The regular employee who elects in writing to donate specified amounts of accrued leave from the donor employee's leave balance.

2.4 Recipient: The regular employee to whom specified amounts of accrued leave are donated, and thereafter applied to the recipient employee's workday absences.

3. ELIGIBILITY:

3.1 Donors: Any regular employee may donate usable vacation or compensatory time off to another regular employee who is suffering from a catastrophic illness or injury condition. Donors are encouraged to maintain a minimum of 160 hours on the books for their personal use.

3.2 Recipients:

3.21 Any regular employee suffering from a catastrophic illness or injury is eligible to request donations after all leaves (vacation, sick, administrative, compensatory time, floating holiday and furlough days) have been (or are expected to be) exhausted.

3.22 Certification from a physician that the illness/injury will preclude the employee from returning to work for at least 30 calendar days must be submitted to the Personnel Department with application.

4. PROCEDURES:

4.1 Hours shall be donated in minimum of two (2) hour increments on the appropriate donation form.

4.2 Donated hours will be credited to the recipient on an as needed basis. Hours will be used consecutively to keep the recipient in a fully paid status as long as donated hours allow while on catastrophic leave.

4.3 All hours donated, whether vacation or compensatory time will be converted to sick leave hours for the recipient and entered their sick leave accrual balance by Payroll at the end of each pay period.

4.3.1 Donors vacation or compensatory balance will be debited at the end of each period as needed. This will continue until either the donations are exhausted, or the employee returns to work.

4.3.2 In the event the recipient should die, any sick leave hours in that account may be maintained in the Bank to be distributed amongst the other participants in the program, as needed. The vacation hours in the recipient account become a part of the recipient's estate.

4.4 HOURS are to be donated, not wages. There will be no tax liability to donors.

Orangevale Recreation & Park District

Catastrophic Leave Donation Form

I choose to donate the following leave amounts to the Catastrophic Leave Bank to be placed in the sick leave account of regular employee _____ . I understand that once a donation is made it cannot be retracted.

Donation in Hours: (must be in 2 hour increments)

_____ Vacation Leave

_____ Compensatory Time Off

Employee Name: _____

Employee Signature: _____ Date: _____

Orangevale Recreation & Park District

Catastrophic Leave Donation Acceptance Form

I choose to accept the following leave amounts from the Catastrophic Leave Bank to be placed in my sick leave account.

Donation in Hours: _____

Employee Name: _____

Employee Signature: _____ Date: _____