

FAIR OAKS RECREATION AND PARK DISTRICT BOARD OF DIRECTORS

ONE THOUSAND FOUR HUNDRED THIRTY-FOURTH BOARD OF DIRECTORS'
REGULAR MEETING

Agenda for July 17, 2024

The regular meeting of the Board of Directors on July 17, 2024
will be conducted both in person and via Zoom:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/87345380207>

Or join by phone: US: +1 669 900 9128

Meeting ID: 873 453 80207

FAIR OAKS WATER DISTRICT

10326 FAIR OAKS BLVD.

FAIR OAKS, CA 95628

July 17, 2024

6:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. AUDIENCE/PUBLIC COMMENT (NON-AGENDA ITEMS)
(Any person may address the Board upon any subject within the jurisdiction of the Fair Oaks Recreation and Park District. Each speaker is limited to a maximum of THREE (3) minutes. Any matter requiring Board action will be referred to staff or committee for a report and action at a subsequent meeting).
5. CONSENT CALENDAR
(All matters listed under Consent Calendar are considered by the Board of Directors to be routine and will be acted upon in a single motion. There will not be separate discussions of these items unless a request is made prior to the time the Board considers a motion to approve).

- 5.I. Accept And File: Enumeration Of Claims (Vendor Activity Report) – June 2024.

Documents:

[5.1 ENUMERATION OF CLAIMS \(VENDOR ACTIVITY REPORT\) - JUNE 2024..PDF](#)

- 5.II. Accept And File: Payroll Report – June 2024.

Documents:

[5.2A PAYROLL CONSOLIDATION AND ACTIVITY REPORT - JUNE \(PERIOD 12\).PDF](#)

[5.2B OVERTIME CTO STRAIGHT TIME DETAIL - JUNE \(PERIOD 12\).PDF](#)

5.III. Accept And File: Leave Liability Report – June 2024.

Documents:

[5.3 LEAVE LIABILITY - JUNE 2024.PDF](#)

5.IV. Accept And File: Contingency Fund Report – June 2024.

Documents:

[5.4 CONTINGENCY FUND RECONCILIATION - JUNE \(PERIOD 12\).PDF](#)

5.V. Accept And File: Fund Balance Report – June 2024.

Documents:

[5.5 FUND BALANCE REPORT - JUNE \(PERIOD 12\).PDF](#)

5.VI. Accept And File: Refund Report – June 2024.

Documents:

[5.6 REFUND REPORT - JUNE \(PERIOD 12\).PDF](#)

5.VII. Accept And File: Financial Report – June 2024.

Documents:

[5.7 FINANCIAL REPORT - JUNE \(PERIOD 12\).PDF](#)

5.VIII. Accept And File: Measure J Commitment Report – June 2024.

Documents:

[5.8 MEASURE J COMMITMENT REPORT - JUNE \(PERIOD 12\).PDF](#)

5.IX. Accept And File: Construction Schedule Report – June 2024.

Documents:

[5.9 CONSTRUCTION SCHEDULE REPORT.PDF](#)

5.X. Accept And File: Change Orders – June 2024.

Documents:

[AED 042 - PCO 121.2 \(V1\) SEWER LINE INSTALL_FORPD
VPR_20240708_BOBO-CALA SIGNED.PDF
CCO 5 MID PACIFIC SIGNED.PDF](#)

5.XI. Accept And File: Fulton El-Camino Monthly Report – June 2024.

Documents:

5.11 FEC REPORT - JUNE 2024.PDF

5.XII. Approval Of The Draft Minutes From The Regular Board Meeting Of June 26, 2024.

Documents:

06.26.2024 1432 DRAFT.PDF

6. OLD BUSINESS

6.I. Discussion And Possible Action Regarding Approval Of Change Order For Bobo Construction In The Amount Of \$399,777 For The Village Park Renovation Project.

Documents:

6.1 APPROVAL OF CHANGE ORDER FOR BOBO CONSTRUCTION IN THE AMOUNT OF 399K FOR THE VILLAGE PARK RENOVATION PROJEC.PDF

7. PUBLIC HEARINGS

(Persons who wish to speak on Public Hearing items listed on the agenda will be heard when the Public Hearing is opened, except for public hearing items previously heard and closed to public comment. After the public has commented, the item is closed to further public comment and brought to the Board level for discussion and action. Further comment from the audience will not be received unless requested by the Board. No public hearing will commence after 9:00 P.M. unless approved by the majority of the Board of Directors.)

7.I. Matters Relating To The Fair Oaks Recreation And Park District's Special Assessment Districts:

- Adopt Resolution No. 071724-01 approving the Engineer's Report, Confirming Diagram and Assessment and Ordering the Continuation of Assessments for FY 2024-2025 for the Parks Maintenance and Recreation Improvement District.
- Adopt Resolution No. 071724-02 approving the Engineer's Report, Confirming Diagram and Assessment and Ordering the Continuation of Assessments for FY 2024-2025 for the Phoenix Field Landscape and Lighting Assessment District.
- Adopt Resolution No. 071724-03 approving the Engineer's Report, Confirming Diagram and Assessment and Ordering the Continuation of Assessments for FY 2024-2025 for the Gum Ranch Landscape and Lighting Assessment District.

Documents:

7.1 MATTERS RELATING TO THE FAIR OAKS RECREATION AND PARK DISTRICTS SPECIAL ASSESSMENT DISTRICTS.PDF

8. BOARD/STAFF REPORTS

8.I. Items From Staff.

8.II. Items From The Board Of Directors.

9. ADJOURNMENT

9.I. Adjourn To The Regular Meeting Of August 21, 2024 @ 6:00 P.m.

I, Michael J. Aho, District Administrator of the Fair Oaks Recreation and Park District, do hereby certify that this agenda has been posted at 10326 Fair Oaks Blvd, Fair Oaks, California and 4150 Temescal Street, Fair Oaks, California at least 72 hours prior to the meeting of the Board of Directors in accordance with Government Code Section 54950.5, the Ralph M. Brown Act.

If you need a disability related accommodation to participate in these meetings, please contact the Park District Office at (916) 966-1036 (voice) or (916) 966-9863 (fax).

To watch the meeting live on Facebook, please visit: https://www.facebook.com/FORPD/live_videos

<u>VENDOR</u>	<u>EXPENSE DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
<u>AFSAWEH DAVIS</u>	Rec new EE livescan svc	OTHER OP EXP SVC	\$96.00
	* TOTAL *		\$96.00
<u>AMILIA TECHNOLOGIES USA INC</u>	Rec registration software March	REGISTRATION SVC	\$900.59
	Rec registration software April	REGISTRATION SVC	\$2,071.03
	* TOTAL *		\$2,971.62
<u>ATLAS DISPOSAL INDUSTRIES LLC</u>	PARKS Pickup @ 8000 Temple Park Rd to 5/24	REF COLL/DISP SVC	\$1,734.12
	PARKS Pickup @ 9050 Phoenix Park B to 6/1	REF COLL/DISP SVC	\$282.94
	PARKS Pickup @ 9050 Phoenix Park A to 6/1	REF COLL/DISP SVC	\$155.40
	* TOTAL *		\$2,172.46
<u>CAGWIN & DORWARD</u>	PARKS FOLL BANNISTER PARK LANDSCAPE June	AGRI/HORT SVC	\$1,406.00
	PARKS ADMIN OFFICE LANDSCAPE June	AGRI/HORT SVC	\$271.00
	PARKS FOLL FAIR OAKS PARK LANDSCAPE June	AGRI/HORT SVC	\$5,221.00
	PARKS PRE SCHOOL LANDSCAPE June	AGRI/HORT SVC	\$303.00
	PARKS FOLL JIM STRENG PARK LANSCAPEE June	AGRI/HORT SVC	\$669.00
	PARKS FOLL LITTLE PHOENIX PARK LANDSCAPE June	AGRI/HORT SVC	\$579.00
	PARKS FOLL MANANA LANDSCAPE June	AGRI/HORT SVC	\$425.00
	PARKS FOLL MILLER PARK LANDSCAPE June	AGRI/HORT SVC	\$2,088.00
	PARKS FOLL MONTVIEW PARK LANDSCAPE June	AGRI/HORT SVC	\$1,234.00
	PARKS FOLL OLD FAIR OAKS LIBRARY LANDSCAPE June	AGRI/HORT SVC	\$100.00
	PARKS FOLL PHOENIX PARK LANDSCAPE June	AGRI/HORT SVC	\$8,956.00
	PARKS FOLL VINTAGE WOODS PARK LANDSCAPE June	AGRI/HORT SVC	\$103.00
	PARKS GRLL GUM RANCH PARK LANDSCAPE June	AGRI/HORT SVC	\$1,238.00
	PARKS GRLL MADISON PLACE LANDSCAPE June	AGRI/HORT SVC	\$612.00
	PARKS PFLL MADISON AVE FLYWAY LANDSCAPE June	AGRI/HORT SVC	\$235.00
	PARKS PFLL SUNSET AVE / ENCLAVE LANDSCAPE June	AGRI/HORT SVC	\$755.00
	PARKS LA VISTA SPORTS FIELDS June	AGRI/HORT SVC	\$1,883.00
	* TOTAL *		\$26,078.00
<u>CAPITAL ROAD RACE MANAGEMENT LLC</u>	Rec 9646.717 Trail Run	RECREATIONAL SVC	\$1,800.00
	* TOTAL *		\$1,800.00
<u>CAPS INSURANCE SERVICES INC</u>	Parks Maint Worker Dental JULY	GROUP INS	\$54.10
	Rec Coordinator Dental JULY	GROUP INS	\$54.10
	Parks Maint Worker Dental JULY	GROUP INS	\$54.10
	Rec Supervisor Dental JULY	GROUP INS	\$99.56
	Rec Supervisor Dental JULY	GROUP INS	\$99.56
	Parks Supervisor Dental JULY	GROUP INS	\$99.56

<u>CAPS INSURANCE SERVICES INC</u>	Parks Maint Worker Dental JULY	GROUP INS	\$99.56
	Parks Maint Worker Dental JULY	GROUP INS	\$99.56
	Admin Assistant II Dental JULY	GROUP INS	\$99.56
	A&E Manager Dental JULY	GROUP INS	\$99.56
	Rec Manager Dental JULY	GROUP INS	\$184.33
	Admin Manager Dental JULY	GROUP INS	\$184.33
	Rec Supervisor Dental JULY	GROUP INS	\$59.00
	Parks Manager Dental JULY	GROUP INS	\$59.00
	Rec Teacher Dental JULY	GROUP INS	\$82.00
	Admin Administrator Dental JULY	GROUP INS	\$65.00
	Admin Inv Fee JULY	GROUP INS	\$4.00
	A&E Inv Fee JULY	GROUP INS	\$1.00
	Parks Inv Fee JULY	GROUP INS	\$6.00
	Rec Inv Fee JULY	GROUP INS	\$6.00
	Admin Adjust. Fee JULY	GROUP INS	-\$3.00
	Parks Maint Worker Dental JUNE	GROUP INS	\$54.10
	Rec Coordinator Dental JUNE	GROUP INS	\$54.10
	Parks Maint Worker Dental JUNE	GROUP INS	\$54.10
	Rec Supervisor Dental JUNE	GROUP INS	\$99.56
	Rec Supervisor Dental JUNE	GROUP INS	\$99.56
	Parks Supervisor Dental JUNE	GROUP INS	\$99.56
	Parks Maint Worker Dental JUNE	GROUP INS	\$99.56
	Parks Maint Worker Dental JUNE	GROUP INS	\$99.56
	Admin Assistant II Dental JUNE	GROUP INS	\$99.56
	A&E Manager Dental JUNE	GROUP INS	\$99.56
	Rec Manager Dental JUNE	GROUP INS	\$184.33
	Admin Manager Dental JUNE	GROUP INS	\$184.33
	Rec Supervisor Dental JUNE	GROUP INS	\$59.00
	Parks Manager Dental JUNE	GROUP INS	\$59.00
	Rec Teacher Dental JUNE	GROUP INS	\$82.00
	Admin Administrator Dental JUNE	GROUP INS	\$65.00
	Admin Inv Fee JUNE	GROUP INS	\$4.00
	A&E Inv Fee JUNE	GROUP INS	\$1.00
	Parks Inv Fee JUNE	GROUP INS	\$6.00
	Rec Inv Fee JUNE	GROUP INS	\$6.00
	Admin Adjust. Fee JUNE	GROUP INS	-\$3.00
* TOTAL *			\$3,013.76

<u>CORDOVA RECREATION & PARK DIST</u>	Rec 9646.4 5/23 Mystery Trip	RECREATIONAL SVC	\$637.50
	* TOTAL *		\$637.50
<u>COUNTY OF SACRAMENTO</u>	PARKS Phoenix Park 1 Sunset to 6/30	SEWAGE DISP SVC	\$127.34
	PARKS Phoenix 0 Sunset Park to 6/30	SEWAGE DISP SVC	\$163.73
<u>COUNTY OF SACRAMENTO</u>	PARKS 8980 Kruitof Way Phoenix Park to 7/7	SEWAGE DISP SVC	\$115.51
	PARKS 3830 Bannister Park to 7/7	SEWAGE DISP SVC	\$115.51
	* TOTAL *		\$522.09
<u>EVALFIRST LLC</u>	Admin EE fitness eval	OTHER OP EXP SVC	\$3,500.00
	* TOTAL *		\$3,500.00
<u>FAIR OAKS WATER DISTRICT</u>	Parks 8090 Grand Ave to 7/31	WATER	\$107.39
	Parks 4200 Temescal to 7/31	WATER	\$89.09
	Parks 4150 Temescal St to 7/31	WATER	\$101.90
	Parks 7995 California Ave to 7/31	WATER	\$119.79
	Parks Kenneth-Manana XRD to 7/31	WATER	\$162.46
	Parks 5524 Cannes Way to 7/31	WATER	\$197.06
	Parks Tuckerwoo - Mallee XRD to 7/31	WATER	\$316.79
	Parks 7997 California (Village Prk) to 7/31	WATER	\$871.11
	Parks Miller Park 8480 Sunset Ave to 8/31	WATER	\$1,190.65
	Parks 9050 Sunset Phoenix Pk to 8/31	WATER	\$7,933.66
	* TOTAL *		\$11,089.90
<u>FULTON-EL CAMINO REC & PARK DIS</u>	Parks Calls & enforcement 89.5 hours @ 67/hr Feb-A	SECURITY SVC	\$5,996.50
	* TOTAL *		\$5,996.50
<u>GREATAMERICA FINANCIAL SERVICES COR</u>	ADMIN RICOH usage black to 5/19	OFFICE EQ MAINT SVC	\$40.03
	ADMIN RICOH usage color to 5/19	OFFICE EQ MAINT SVC	\$282.65
	ADMIN RICOH usage black to 6/19	OFFICE EQ MAINT SVC	\$37.21
	ADMIN RICOH usage color to 6/19	OFFICE EQ MAINT SVC	\$179.80
	ADMIN RICOH lease pymt to 5/19	RENT/LEASE EQ	\$290.84
	ADMIN RICOH lease pymt to 6/19	RENT/LEASE EQ	\$290.84
	* TOTAL *		\$1,121.37
<u>GREATER SACRAMENTO SOFTBALL ASSOCIA</u>	Rec 9646.411 softball ump svcs	PARKS/RECREATION S	\$924.30
	* TOTAL *		\$924.30
<u>J FIFFICK CORPORATION</u>	ADMIN Managed Services & Monitoring May	DATA PROCESSING SV	\$650.00
	ADMIN Cloud Online Backup up to 1TB May	DATA PROCESSING SV	\$120.00
	ADMIN M S Office 365 : User Licenses E1 Gov May	DATA PROCESSING SV	\$20.00
	ADMIN M S Office OneDrive for Business Plan May	DATA PROCESSING SV	\$5.00
	ADMIN M S Office 365 Standard User Licenses May	DATA PROCESSING SV	\$212.50
	ADMIN M S Office 365 Business Basic May	DATA PROCESSING SV	\$48.00

	ADMIN M S Office 365 Phone System-Main Office May	DATA PROCESSING SV	\$16.00
	ADMIN MS Teams Essentials May	DATA PROCESSING SV	\$8.00
	ADMIN MS Azure Info Protection Premium May	DATA PROCESSING SV	\$2.50
	* TOTAL*		\$1,082.00
JULIA WEDGE	AE instructor services	RECREATIONAL SVC	\$441.70
	* TOTAL*		\$441.70
LAUGHS UNLIMITED	A&E Comedy perfo 6/28	RECREATIONAL SVC	\$1,650.00
	* TOTAL*		\$1,650.00
LEAD STAR SECURITY INC	Rec 9464.76 Kids Art security svcs	SECURITY SVC	\$203.50
	* TOTAL*		\$203.50
MICHAELS TRANSPORTATION SERVICE INC	Rec CFO transport svcs 6/13	SHUTTLE BUS	\$1,850.00
	Rec CFO transport svcs 6/19	SHUTTLE BUS	\$1,850.00
	* TOTAL*		\$3,700.00
NORTH AMERICAN YOUTH ACT LLC	Rec 9646.14 instructor svcs	RECREATIONAL SVC	\$3,203.20
	* TOTAL*		\$3,203.20
PACIFIC GAS AND ELECTRIC COMPANY	Parks 8090 Grand Pre-School 5/1-5/30	NAT GAS/LPG/FUEL OI	\$18.92
	Parks 8020 Temple Park McMillan Ctr. 4/10-5/8	NAT GAS/LPG/FUEL OI	\$67.00
	Parks 7997 California Club House 5/1-5/30	NAT GAS/LPG/FUEL OI	\$8.31
	Parks 4200 Temescal Old Library 5/1-5/30	NAT GAS/LPG/FUEL OI	\$24.13
	Parks 4150 Temescal Dist. Office 5/1-5/30	NAT GAS/LPG/FUEL OI	\$18.46
	* TOTAL*		\$136.82
PERS	Admin Cola Adjust Aho FY 24	RETIREMENT	\$27.53
	Rec Classic COLA Adjust Davison FY 24	RETIREMENT	\$64.24
	Rec Classic COLA Adjust Bernardo FY 24	RETIREMENT	\$357.08
	Parks Classic COLA Adjust Reyna FY 24	RETIREMENT	\$33.73
	1400.98	RETIREMENT	\$1,400.98
	906.93	RETIREMENT	\$906.93
	950.82	RETIREMENT	\$950.82
	262.43	RETIREMENT	\$262.43
	Rec CLASSIC PP2024-10 05/01-05/15	RETIREMENT	\$956.73
	Parks CLASSIC PP2024-10 05/01-05/15	RETIREMENT	\$375.07
	Parks PEPRA COLA Adjust Banks FY 24	RETIREMENT	\$15.62
	Parks PEPRA COLA Adjust Ellis FY 24	RETIREMENT	\$15.48
	Admin PEPRA COLA Adjust Lucas FY 24	RETIREMENT	\$15.41
	Parks PEPRA COLA Adjust Martinez FY 24	RETIREMENT	\$18.19
	Rec PEPRA COLA Adjust Koehn FY 24	RETIREMENT	\$31.88
	Admin PEPRA COLA Adjust Roberts FY 24	RETIREMENT	\$14.19

	Parks PEPRA COLA Adjust Zurlo FY 24	RETIREMENT	\$16.39
	Admin PEPRA COLA Adjust Larkin FY 24	RETIREMENT	\$42.37
	Rec PEPRA COLA Adjust Retro Stoakley FY 24	RETIREMENT	\$156.67
	Admin PEPRA COLA Adjust Fawcett FY 24	RETIREMENT	\$29.73
	Rec PEPRA COLA Adjust Retro King FY 24	RETIREMENT	\$414.51
	Parks PEPRA COLA Adjust Ventura FY 24	RETIREMENT	\$40.96
	Admin PEPRA COLA Adjust Aho FY 24	RETIREMENT	\$47.23
	Admin PEPRA PP2024-11 5/16-5/31	RETIREMENT	\$1,451.71
<u>PERS</u>	Rec PEPRA PP2024-11 5/16-5/31	RETIREMENT	\$931.11
	Parks PEPRA PP2024-11 5/16-5/31	RETIREMENT	\$1,029.28
	A&E PEPRA PP2024-11 5/16-5/31	RETIREMENT	\$262.43
	Rec CLASSIC PP2024-11 05/16-05/31	RETIREMENT	\$956.73
	Parks CLASSIC PP2024-11 05/16-05/31	RETIREMENT	\$408.91
	* TOTAL *		\$11,234.34
<u>PERS HEALTH BENEFITS DIV</u>	ADMIN Health July	GROUP INS	\$18.63
	REC Health July	GROUP INS	\$24.84
	PARKS Health July	GROUP INS	\$37.26
	A&E Health July	GROUP INS	\$6.20
	RET Health July	HEALTH CARE	\$324.79
	RET Health July	HEALTH CARE	\$683.44
	RET Health July	HEALTH CARE	\$1,021.41
	RET Health July	HEALTH CARE	\$683.44
	RET Health July	HEALTH CARE	\$448.15
	RET Health July	HEALTH CARE	\$896.30
	RET Health July	HEALTH CARE	\$12.98
	* TOTAL *		\$4,157.44
	Admin Administrator Life Ins June 24	GROUP INS	\$18.40
<u>PRINCIPAL LIFE INSURANCE COMPANY</u>	Parks Maint Worker Life Ins June 24	GROUP INS	\$13.25
	Rec Supervisor Life Ins June 24	GROUP INS	\$18.40
	Rec Manager Life Ins June 24	GROUP INS	\$18.40
	Rec Coordinator Life Ins June 24	GROUP INS	\$14.54
	Parks Maint Worker Life Ins June 24	GROUP INS	\$13.25
	Admin Accountant Life Ins June 24	GROUP INS	\$17.29
	Rec Supervisor Life Ins June 24	GROUP INS	\$15.65
	Rec PS Teacher Life Ins June 24	GROUP INS	\$13.43
	Admin Manager Life Ins June 24	GROUP INS	\$18.40
	Admin Assistant II Life Ins June 24	GROUP INS	\$13.43

<u>PRINCIPAL LIFE INSURANCE COMPANY</u>	Parks Supervisor Life Ins June 24	GROUP INS	\$15.45
	Parks Maint Worker Life Ins June 24	GROUP INS	\$18.40
	Admin Assistant II Life Ins June 24	GROUP INS	\$12.33
	A&E Manager Life Ins June 24	GROUP INS	\$18.40
	Rec Coordinator Life Ins June 24	GROUP INS	\$12.15
	Parks Manager Life Ins June 24	GROUP INS	\$18.40
	Parks Maint Worker Life Ins June 24	GROUP INS	\$13.99
	Admin Administrator Vision June 24	GROUP INS	\$20.16
	Parks Maint Worker Vision June 24	GROUP INS	\$10.02
	Rec Supervisor Vision June 24	GROUP INS	\$20.31
	Rec Manager Vision June 24	GROUP INS	\$32.50
	Rec Coordinator Vision June 24	GROUP INS	\$10.02
	Parks Maint Worker Vision June 24	GROUP INS	\$20.16
	Admin Accountant Vlsion June 24	GROUP INS	\$20.31
	Rec Supervisor Vision June 24	GROUP INS	\$20.16
	Rec PS Teacher Vision June 24	GROUP INS	\$32.50
	Admin Manager Vision June 24	GROUP INS	\$32.50
	Parks Supervisor Vision June 24	GROUP INS	\$20.31
	Parks Maint Worker Vision June 24	GROUP INS	\$20.31
	Admin Assistant II Vision June 24	GROUP INS	\$20.16
	A&E Manager Vision June 24	GROUP INS	\$10.02
	Rec Coordinator Vision June 24	GROUP INS	\$20.16
	Parks Manager Vision June 24	GROUP INS	\$20.16
	Parks Maint Worker Vision June 24	GROUP INS	\$20.31
	Admin Administrator Life Ins July 24	GROUP INS	\$18.40
	Parks Maint Worker Life Ins July 24	GROUP INS	\$13.25
	Rec Supervisor Life Ins July 24	GROUP INS	\$18.40
	Rec Manager Life Ins July 24	GROUP INS	\$18.40
	Rec Coordinator Life Ins July 24	GROUP INS	\$14.54
	Parks Maint Worker Life Ins July 24	GROUP INS	\$13.25
	Admin Accountant Life Ins July 24	GROUP INS	\$17.29
	Rec Supervisor Life Ins July 24	GROUP INS	\$15.65
	Rec Supervisor Life Ins July 24	GROUP INS	\$13.43
	Rec PS Teacher Life Ins July 24	GROUP INS	\$18.40
	Admin Manager Life Ins July 24	GROUP INS	\$13.43
	Parks Supervisor Life Ins July 24	GROUP INS	\$15.45
	Parks Maint Worker Life Ins July 24	GROUP INS	\$18.40

	Admin Assistant II Life Ins July 24	GROUP INS	\$12.33
	A&E Manager Life Ins July 24	GROUP INS	\$18.40
	Rec Coordinator Life Ins July 24	GROUP INS	\$12.15
	Parks Manager Life Ins July 24	GROUP INS	\$18.40
	Parks Maint Worker Life Ins July 24	GROUP INS	\$13.99
	Admin Administrator Vision July 24	GROUP INS	\$20.16
	Parks Maint Worker Vision July 24	GROUP INS	\$10.02
	Rec Supervisor Vision July 24	GROUP INS	\$20.31
	Rec Manager Vision July 24	GROUP INS	\$32.50
	Rec Coordinator Vision July 24	GROUP INS	\$10.02
	Parks Maint Worker Vision July 24	GROUP INS	\$20.16
	Admin Accountant Vlsion July 24	GROUP INS	\$20.31
<u>PRINCIPAL LIFE INSURANCE COMPANY</u>	Rec Supervisor Vision July 24	GROUP INS	\$20.16
	Rec PS Teacher Vision July 24	GROUP INS	\$32.50
	Admin Manager Vision July 24	GROUP INS	\$32.50
	Parks Supervisor Vision July 24	GROUP INS	\$20.31
	Parks Maint Worker Vision July 24	GROUP INS	\$20.31
	Admin Assistant II Vision July 24	GROUP INS	\$20.16
	A&E Manager Vision July 24	GROUP INS	\$10.02
	Rec Supervisor Vision July 24	GROUP INS	\$20.16
	Parks Manager Vision July 24	GROUP INS	\$20.16
	Parks Maint Worker Vision July 24	GROUP INS	\$20.31
	* TOTAL *		\$1,267.26
	Rec 9646.411 softball rr svcs	SEWAGE DISP SVC	\$387.25
<u>ROCKET RESTROOMS & FENCING INC</u>	Rec 9646.8 tournaments RR svc	SEWAGE DISP SVC	\$193.63
	Rec 9646.411 Adult SB RR svc	SEWAGE DISP SVC	\$193.62
	Rec 9646.8 tournament RR svc	SEWAGE DISP SVC	\$193.62
	Rec 9646.411 Adult SB RR svc	SEWAGE DISP SVC	\$193.63
	Rec 9646.75 Easter Eggz RR svc	SEWAGE DISP SVC	\$393.39
	Rec 9646.78 Garage Sale RR svcs	SEWAGE DISP SVC	\$265.06
	* TOTAL *		\$1,820.20
<u>RYAN LEDOUX</u>	Parks backflow svc Bannister	PLUMBING MAINT SVC	\$96.00
	Parks backflow svc Village	PLUMBING MAINT SVC	\$192.00
	Parks backflow svc Phoenix	PLUMBING MAINT SVC	\$192.00
	Parks backflow svc Miller	PLUMBING MAINT SVC	\$192.00
	Parks backflow svc Fair Oaks	PLUMBING MAINT SVC	\$96.00
	Parks backflow svc Madison Flyway	PLUMBING MAINT SVC	\$96.00

	* TOTAL *		\$864.00
<u>SACRAMENTO VALLEY ALARM SECURITY SY</u>	PARKS Clubhouse sec sys monit June	SECURITY SVC	\$41.76
	PARKS Clubhouse radio svc June	SECURITY SVC	\$15.00
	PARKS Arts & Crafts bldg sec sys monit June	SECURITY SVC	\$33.00
	PARKS Arts & Crafts building radio svc June	SECURITY SVC	\$15.00
	PARKS McMillan build security sys monitoring June	SECURITY SVC	\$37.00
	PARKS McMillan build cellular srv monitoring June	SECURITY SVC	\$19.00
	PARKS Clubhouse water flow monitoring June	SECURITY SVC	\$46.70
	PARKS Clubhouse radio sys monitoring June	SECURITY SVC	\$55.00
	PARKS Pre-School security sys monitoring June	SECURITY SVC	\$37.00
	PARKS Pre-School cellular srv monitoring June	SECURITY SVC	\$19.00
* TOTAL *			\$318.46
<u>SMUD</u>	PARKS 4200 Temescal Old Lib to 5/21	ELECTRICITY	\$924.44
	PARKS 5361 Flyway to 5/15	ELECTRICITY	\$37.70
<u>SMUD</u>	PARKS 9050 Phoenix Little Phoenix to 5/15	ELECTRICITY	\$73.59
	PARKS 9039 Sunset to 5/15	ELECTRICITY	\$40.55
	PARKS 4150 Temescal District Office to 5/22	ELECTRICITY	\$168.27
	PARKS 4447 Minnesota to 5/23	ELECTRICITY	\$42.25
	PARKS 5542 Cannes Unit IRR to 5/16	ELECTRICITY	\$24.92
	PARKS 4200 Main to 5/22	ELECTRICITY	\$86.53
	PARKS 8090 Grand 3603367 PreSchool to 5/22	ELECTRICITY	\$116.50
	PARKS 8090 Grand 3603369 PreSch Lights to 5/23	ELECTRICITY	\$24.14
	PARKS 5600 Tuckeroo to 5/16	ELECTRICITY	\$43.75
	PARKS 4990 Kruitof to 5/15	ELECTRICITY	\$111.63
	PARKS 8000 Temple Park FO Park to 5/22	ELECTRICITY	\$66.52
	PARKS 11549 Fair Oaks FO Park Softbl to 5/22	ELECTRICITY	\$647.33
	PARKS 4735 Kenneth Miller Park to 5/22	ELECTRICITY	\$611.87
	PARKS 9044 Windcove Unit Rear to 5/15	ELECTRICITY	\$40.03
	PARKS 4660 Hazel Phoenix Park to 5/15	ELECTRICITY	\$65.34
	PARKS 8000 Temple Park Maint Shop to 5/22	ELECTRICITY	\$217.11
	PARKS 9030 Sunset Phoenix Concessions to 5/15	ELECTRICITY	\$323.33
	* TOTAL *		\$3,665.80
<u>SPRINKLER SERVICE & SUPPLY INC</u>	Parks ops all parks irrigation supplies	PLUMBING MAINT SUP	\$387.69
	* TOTAL *		\$387.69
<u>STAPLES CONTRACT AND COMMERCIAL</u>	Admin office supplie Dist office	OFFICE SUPPLIES	\$88.96
	* TOTAL *		\$88.96
<u>STATE OF CALIFORNIA</u>	Rec new EE fingerprinting	OTHER OP EXP SVC	\$128.00

<u>STATE OF CALIFORNIA</u>				\$128.00
UNIFIRST CORPORATION	Parks uniform service	CUSTODIAL SVC		\$70.82
	Parks uniform service	CUSTODIAL SVC		\$70.82
	Parks uniform service	CUSTODIAL SVC		\$70.82
	Parks Ops janitor supplies	CUSTODIAL SUP		\$299.73
	Parks Ops janitor supplies	CUSTODIAL SUP		\$100.61
	Parks Ops janitor supplies	CUSTODIAL SUP		\$100.61
* TOTAL *				\$713.41
US BANK NATIONAL ASSOCIATION	REC9646.78 Garage Sale - sac bee ad MCCLATCHY ADVE	ADVERTISING		\$45.50
	* TOTAL *			\$45.50
US BANK NATIONAL ASSOCIATION	ADMIN Chamber Luncheon CATTLEMENS - RANCHO	BUS/CONFERENCE EX		\$25.00
	* TOTAL *			\$25.00
US BANK NATIONAL ASSOCIATION	PARKS Manager Training CALIFORNIA SPECIAL DIS	ED/TRAINING SVC		\$230.00
	* TOTAL *			\$230.00
US BANK NATIONAL ASSOCIATION	ADMIN staff appreciation celebration supplies SAAS	EMPLOYEE RECOGNIT		\$194.61
	* TOTAL *			\$194.61
US BANK NATIONAL ASSOCIATION	ADMIN County Parking-Payroll pickup SAC CO PARKING	EMP TRANSPORTATIO		\$1.75
	* TOTAL *			\$1.75
US BANK NATIONAL ASSOCIATION	ADMIN Security Camera and Equipment REOLINKVE9C	MEMBERSHIP DUES		\$168.59
	ADMIN CPRS Membership CA PARK REC SOCIETY	MEMBERSHIP DUES		\$150.00
	* TOTAL *			\$318.59
US BANK NATIONAL ASSOCIATION	PARKS Shop Printer Ink STAPLES 00106740	OFFICE SUPPLIES		\$130.36
	* TOTAL *			\$130.36
US BANK NATIONAL ASSOCIATION	ADMIN Mailing Permit for Guide - 2024 USPS PO 0525	POSTAL SVC		\$320.00
	ADMIN Stamps.com Monthly Fee - May STAMPS.COM	POSTAL SVC		\$19.99
	* TOTAL *			\$339.99
US BANK NATIONAL ASSOCIATION	PARKS Bannister Park - Restroom Repairs FERGUSON E	BLDG MAINT SUP/MAT		\$159.41
	PARKS All Parks - Restroom Door Repair (hinges) CA	BLDG MAINT SUP/MAT		\$306.00
	PARKS Miller - Restroom Repair GRAINGER	BLDG MAINT SUP/MAT		\$268.37
	* TOTAL *			\$733.78
US BANK NATIONAL ASSOCIATION	PARKS Lighting Ballast Repair MILLER'S ACE HARDWAR	ELECT MAINT SUP		\$31.24
	PARKS Fair Oaks - Hort Center - Electrical Repair	ELECT MAINT SUP		\$37.38
	* TOTAL *			\$68.62
US BANK NATIONAL ASSOCIATION	PARKS Miller - Tables - Repair LOWES #01540*	LAND IMP MAINT SUP		\$192.81
	PARKS Big Day of Service Supplies LOWES #01540*	LAND IMP MAINT SUP		\$421.93
	PARKS Miller - Tables - Repair CONTRACTOR'S WH #73	LAND IMP MAINT SUP		\$31.87
	PARKS Phoenix - Drip Line Repairs AMERICAN RIVER A	LAND IMP MAINT SUP		\$10.75

	PARKS Phoenix - Eagle Scout Project CAPITOL SAND A	LAND IMP MAINT SUP	\$242.44
	* TOTAL *		
<u>US BANK NATIONAL ASSOCIATION</u>	PARKS All Parks - Painting Supplies CONTRACTOR'S W	PAINTING SUP	\$49.70
	PARKS All Parks - Painting Supplies AMERICAN RIVER	PAINTING SUP	\$10.76
	* TOTAL *		
<u>US BANK NATIONAL ASSOCIATION</u>	PARKS Phoenix Sewer Cleanout RAPID FIRST PLUMBING	PLUMBING MAINT SVC	\$1,000.00
	* TOTAL *		
<u>US BANK NATIONAL ASSOCIATION</u>	PARKS Bannister - Restroom Repair FERGUSON ENT #11	PLUMBING MAINT SUP	\$99.46
	PARKS Bannister - Restroom Repair LOWES #01540*	PLUMBING MAINT SUP	\$8.61
	PARKS Phoenix - Backflow Repair Amazon	PLUMBING MAINT SUP	\$54.65
	PARKS Phoenix - Backflow Repair Amazon	PLUMBING MAINT SUP	\$54.65
	PARKS Valve Box Repair LOWES #01540*	PLUMBING MAINT SUP	\$68.96
	PARKS Phoenix - Plumbing Repair MILLER'S ACE HARDW	PLUMBING MAINT SUP	\$29.03
	PARKS Irrigation Repairs MILLER'S ACE HARDWARE	PLUMBING MAINT SUP	\$29.80
	PARKS Irrigation Repairs MILLER'S ACE HARDWARE	PLUMBING MAINT SUP	\$17.22
	* TOTAL *		

<u>US BANK NATIONAL ASSOCIATION</u>	ADMIN Preschool Internet COMCAST CALIFORNIA	TELEPHONE SVC	\$207.63
	ADMIN Parks Office Internet COMCAST CALIFORNIA	TELEPHONE SVC	\$207.63
	* TOTAL *		
<u>US BANK NATIONAL ASSOCIATION</u>	PARKS Parks 7995 California Ave to 5/31 FAIR OAKS	WATER	\$119.79
	PARKS Parks 4150 Temescal St to 5/31 FAIR OAKS WAT	WATER	\$105.56
	PARKS Parks 8090 Grand Ave to 5/31 FAIR OAKS WATER	WATER	\$112.88
	PARKS Parks 7997 California (Village Prk) to 5/31	WATER	\$871.72
	* TOTAL *		
<u>US BANK NATIONAL ASSOCIATION</u>	PARKS All Fleet - Fleet Maintenance O'REILLY 2799	AUTO MAINT SUP	\$99.58
	PARKS Fleet 1012 - Replacement Door PAPE MACHINERY	AUTO MAINT SUP	\$836.24
	PARKS Fleet 1012 - Oil Filter Replacement O'REILLY	AUTO MAINT SUP	\$122.66
	PARKS Fleet 1012 - Oil Change O'REILLY 2799	AUTO MAINT SUP	\$51.70
	* TOTAL *		
<u>US BANK NATIONAL ASSOCIATION</u>	PARKS Buckets + Lids LOWES #01540*	EXPEND TOOLS	\$54.44
	PARKS Weedwhacker Parts LOWES #01540*	EXPEND TOOLS	\$21.53
	PARKS Box Cutters LOWES #01540*	EXPEND TOOLS	\$32.28
	PARKS All Parks - Galvanized Pipe Repair Tools LOW	EXPEND TOOLS	\$48.42
	* TOTAL *		
<u>US BANK NATIONAL ASSOCIATION</u>	ADMIN Cellphones and Old Library Internet Verizon	CELLPHONE/PAGER	\$761.69

<u>US BANK NATIONAL ASSOCIATION</u>	* TOTAL *		\$761.69
	PARKS Gas Cans - Diesel 76 - JOE'S MARKET	FUEL/LUBRICANTS	\$46.62
	PARKS Gas Cans - Regular 76 - JOE'S MARKET	FUEL/LUBRICANTS	\$50.98
	PARKS Gas Cans - Diesel 76 - JOE'S MARKET	FUEL/LUBRICANTS	\$50.00
	* TOTAL *		\$147.60
	REC9646.148 Soccer Uniforms SOCCERPOST COM	CLOTH/PERSONAL SU	\$7,763.35
	REC9646.717 Trail Run Socks SP BIG SKYLINES SOCK	CLOTH/PERSONAL SU	\$2,557.91
	REC9646.13 CFO Shirt Order PS APPAREL*P245201EA#	CLOTH/PERSONAL SU	\$1,061.77
	* TOTAL *		\$11,383.03
<u>US BANK NATIONAL ASSOCIATION</u>	PARKS District Office - Carpet Cleaning FAIR OAKS	CUSTODIAL SVC	\$383.98
	* TOTAL *		\$383.98
	PARKS Big Day of Service Supplies HARBOR FREIGHT T	CUSTODIAL SUP	\$160.22
	PARKS Ops - Janitorial Supplies MILLER'S ACE HARDW	CUSTODIAL SUP	\$21.53
	* TOTAL *		\$181.75
	ARTS Meals for Garden Gala IN *FOOD SIMPLY LLC	FOOD/CATERING SUP	\$9,055.18
	REC9646.148 SJUSD EL Sports - Ice for Soccer Tourn	FOOD/CATERING SUP	\$13.98
	REC9646.148 SJUSD EL Sports - Lunch for soccer tou	FOOD/CATERING SUP	\$197.27
	REC9646.148 SJUSD EL Sports - Lunch for soccer tou	FOOD/CATERING SUP	\$70.94
	REC9646.148 SJUSD EL Sports - Lunch for soccer tou	FOOD/CATERING SUP	\$979.40
	REC9646.148 SJUSD EL Sports - Lunch for soccer tou	FOOD/CATERING SUP	\$479.70
	A&E Food for Staff and Volunteers at Garden Gala M	FOOD/CATERING SUP	\$127.74
	REC9646.3-580.26 FOYAB Food TARGET 00011213	FOOD/CATERING SUP	\$65.01
	REC9646.3-580.26 FOYAB Food MOUNTAIN MIKES PIZZA	FOOD/CATERING SUP	\$173.30
	* TOTAL *		\$11,162.52
	ADMIN HR Software - May BAMBOOHR HRIS	OTHER PROF SVC	\$512.56
	ADMIN Training Software - May TRAINUAL.COM	OTHER PROF SVC	\$161.50
	* TOTAL *		\$674.06
<u>US BANK NATIONAL ASSOCIATION</u>	ADMIN Security Camera SD Card WESTERN DIGITAL	DATA PROCESSING SU	\$59.25
	* TOTAL *		\$59.25
	REC9646.13 CFO Field Trip to MOSAC MUSEUM OF SCIEN	RECREATIONAL SVC	\$330.00
	REC9646.13 CFO Field Trip to MOSAC MUSEUM OF SCIEN	RECREATIONAL SVC	\$330.00
	REC9646.13 CFO - Field Trips W SACTO RIVERCATS TIX	RECREATIONAL SVC	\$386.50
	A&E recreation services GREEN ACRES CITRUS HEI	RECREATIONAL SVC	\$71.12
	* TOTAL *		\$1,117.62
	REC Tables and Chairs for Preschool Program GOVDEA	RECREATIONAL SUP	\$276.44
	REC Tables and Chairs for Preschool Program GOVDEA	RECREATIONAL SUP	\$365.34
	REC9646.78 Garage Sale - markers AMZN MKTP US*R62M	RECREATIONAL SUP	\$8.46

<u>US BANK NATIONAL ASSOCIATION</u>	REC9646.741 Summer Fun Run - obstacles WAL-MART #4	RECREATIONAL SUP	\$48.70
	REC9646.722 Park Pop Ups- posicles for gum ranch s	RECREATIONAL SUP	\$6.17
	REC9646.741 Summer Fun Run - color SQ *PURCOLOUR	RECREATIONAL SUP	\$196.00
	REC9646.741 Summer Fun Run - obstacles Amazon	RECREATIONAL SUP	\$161.58
	A&E Garden Gala Cups SMART AND FINAL 703	RECREATIONAL SUP	\$35.52
	REC9646.148 SJUSD EL Sports - Shin guards Amazon	RECREATIONAL SUP	\$188.50
	REC9646.148 SJUSD EL Sports - Shin guards Amazon	RECREATIONAL SUP	\$323.16
	REC9646.148 SJUSD EL Sports - Lunch for soccer tou	RECREATIONAL SUP	\$12.38
	REC9646.148 SJUSD EL Sports - Clipboards & Pens fo	RECREATIONAL SUP	\$14.95
	REC9646.717 Trail Run Award Supplies Amazon	RECREATIONAL SUP	\$38.75
	REC9646.717 Trail Run Permit Fee FOLSOM SECTOR OFF	RECREATIONAL SUP	\$50.00
	REC9646.124 Little Chicks Supplies and Decor DOLLA	RECREATIONAL SUP	\$13.69
	REC9646.12 Preschool Supplies Amazon	RECREATIONAL SUP	\$26.60
	REC9646.138 Break Camps - Outdoor Toy Carty Amazon	RECREATIONAL SUP	\$118.29
	REC9646.12 Preschool Craft and Cleaning Supplies A	RECREATIONAL SUP	\$58.78
	REC9646.12 Preschool end of year / graduation supp	RECREATIONAL SUP	\$29.08
	REC9646.12 Preschool end of year / graduation supp	RECREATIONAL SUP	\$110.81
	REC9646.13 CFO - Play couches SP NUGGETCOMFORT.COM	RECREATIONAL SUP	\$536.60
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$80.41
	A&E recreation supplies IN *MONSTER DESIGN CO.	RECREATIONAL SUP	\$3,130.00
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$175.92
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$33.29
<u>US BANK NATIONAL ASSOCIATION</u>	A&E recreation supplies Amazon	RECREATIONAL SUP	\$37.70
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$196.05
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$261.19
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$12.92
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$66.79
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$157.26
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$17.23
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$16.15
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$41.85
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$191.49
	A&E recreation supplies MILLER'S ACE HARDWARE	RECREATIONAL SUP	\$6.45
	A&E recreation supplies MICHAELS STORES 1614	RECREATIONAL SUP	\$9.79
	A&E recreation supplies KELLY PAPER	RECREATIONAL SUP	\$25.75
	A&E recreation supplies Amazon	RECREATIONAL SUP	\$20.25
	A&E recreation supplies MICHAELS STORES 1614	RECREATIONAL SUP	\$19.35

<u>US BANK NATIONAL ASSOCIATION</u>	A&E recreation supplies TRADER JOE S #071	RECREATIONAL SUP	\$43.01
	A&E recreation supplies TARGET 00011213	RECREATIONAL SUP	\$31.42
	A&E recreation supplies LOWES #00907*	RECREATIONAL SUP	\$301.61
	A&E recreation supplies 76 - JOE'S MARKET	RECREATIONAL SUP	\$117.67
	REC9646 Event Staff Supplies Amazon	RECREATIONAL SUP	\$110.62
	REC9646.12 Preschool Cleaning Supplies SMART AND F	RECREATIONAL SUP	\$11.84
	REC9646.3-580.26 FOYAB Meeting Supplies - Senior G	RECREATIONAL SUP	\$32.28
	REC9646.12 Preschool - Shirt Vinyl Amazon	RECREATIONAL SUP	\$38.76
	REC9646.3-580.26 FOYAB Meeting Supplies Amazon	RECREATIONAL SUP	\$7.53
	REC9646.13 CFO Event Supplies TARGET 000112	RECREATIONAL SUP	\$11.85
	REC9646.13 CFO Supplies S&S WORLDWIDE, INC.	RECREATIONAL SUP	\$93.59
	REC9646.3-580.26 FOYAB Meeting Supplies WM SUPERCE	RECREATIONAL SUP	\$65.43
	REC9646.134 Break Camps - Rug Amazon	RECREATIONAL SUP	\$245.21
	REC9646.13 CFO Supplies S&S WORLDWIDE, INC.	RECREATIONAL SUP	\$12.92
	* TOTAL *		\$8,243.38
	PARKS Garden Gala Prep LOWES #01540*	OTHER OP EXP SUP	\$35.49
	PARKS Garden Gala Prep LOWES #01540*	OTHER OP EXP SUP	\$66.83
<u>US BANK NATIONAL ASSOCIATION</u>	PARKS Garden Gala Prep MILLER'S ACE HARDWARE	OTHER OP EXP SUP	\$26.48
	PARKS admin late fee FOWD 6824 FAIR OAKS WATER DIS	OTHER OP EXP SUP	\$11.98
	ADMIN online pymt portal fee INVOICE CLOUD FEE-FOW	OTHER OP EXP SUP	\$36.05
	PARKS late fee FOWD 200713 FAIR OAKS WATER DISTRC	OTHER OP EXP SUP	\$8.67
	PARKS admin notice fee FOWD 1334 FAIR OAKS WATER D	OTHER OP EXP SUP	\$25.00
	PARKS admin notice fee FOWD 3640 FAIR OAKS WATER D	OTHER OP EXP SUP	\$25.00
	PARKS admin notice fee FOWD 10090 FAIR OAKS WATER	OTHER OP EXP SUP	\$25.00
	ADMIN online pymt portal fee INVOICE CLOUD FEE-FOW	OTHER OP EXP SUP	\$2.95
	REC Accidental Purchase Amazon	OTHER OP EXP SUP	\$12.77
	ADMIN Safe Opening SP HIGH NOBLE SAFE C	OTHER OP EXP SUP	\$325.00
<u>US BANK NATIONAL ASSOCIATION</u>	PARKS Garden Gala Prep LOWES #01540*	OTHER OP EXP SUP	\$109.54
	PARKS Garden Gala Prep MILLER'S ACE HARDWARE	OTHER OP EXP SUP	\$31.98
	PARKS Garden Gala Prep LOWES #01540*	OTHER OP EXP SUP	\$62.21
	PARKS Garden Gala Prep MILLER'S ACE HARDWARE	OTHER OP EXP SUP	\$96.96
	PARKS Garden Gala Prep LOWES #01540*	OTHER OP EXP SUP	\$147.07
	PARKS Garden Gala Prep LOWES #01540*	OTHER OP EXP SUP	\$469.91
	* TOTAL *		\$1,518.89
	TOTAL US BANK		\$42,936.67
	Parks ops janitor supplies	CUSTODIAL SUP	\$614.08
WAXIES ENTERPRISES INC	Parks ops janitor supplies	CUSTODIAL SUP	\$1,813.50

	* TOTAL *	\$2,427.58
<u>WEX BANK</u>	Parks Fuel Chevrolet Silverado 04-26	FUEL/LUBRICANTS \$62.72
	Parks Fuel Chevrolet Silverado Z71 04-26	FUEL/LUBRICANTS \$74.16
	Parks Fuel Chevrolet Silverado Z71 04-29	FUEL/LUBRICANTS \$101.81
	Parks Fuel Chevrolet Silverado 05-03	FUEL/LUBRICANTS \$47.96
	Parks Fuel Chevrolet Silverado Z71 05-03	FUEL/LUBRICANTS \$71.20
	Parks Fuel Chevrolet Silverado 05-03	FUEL/LUBRICANTS \$28.83
	Parks Fuel Chevrolet Silverado Z71 05-07	FUEL/LUBRICANTS \$97.07
	Parks Fuel Chevrolet Silverado 05-09	FUEL/LUBRICANTS \$59.29
	Parks Fuel Chevrolet Silverado Z71 05-10	FUEL/LUBRICANTS \$48.52
	Parks Fuel Chevrolet 2500HD 05-10	FUEL/LUBRICANTS \$171.60
	Parks Fuel Chevrolet Silverado Z71 05-13	FUEL/LUBRICANTS \$103.63
	Parks Fuel Chevrolet Silverado 05-13	FUEL/LUBRICANTS \$52.40
	Parks Fuel Chevrolet Silverado 05-17	FUEL/LUBRICANTS \$42.31
	Parks Fuel Chevrolet Silverado Z71 05-17	FUEL/LUBRICANTS \$65.87
	Parks Fuel Chevrolet Silverado Z71 05-20	FUEL/LUBRICANTS \$99.10
	Parks Fuel Chevrolet Silverado 05-20	FUEL/LUBRICANTS \$46.14
	Parks Fuel Ford F350 05-12	FUEL/LUBRICANTS \$50.68
	Parks Fuel Ford F350 05-13	FUEL/LUBRICANTS \$16.37
	Parks Fuel Ford F350 05-14	FUEL/LUBRICANTS \$51.99
	Parks Fuel Ford F350 04-26	FUEL/LUBRICANTS \$131.73
	Parks Fuel Ford F350 05-20	FUEL/LUBRICANTS \$156.59
	Parks Fuel Wex Acct Fee 05-23	FUEL/LUBRICANTS \$10.00
	Parks Fuel Wex Finance 05-23	FUEL/LUBRICANTS \$107.87
	Parks Fuel Chevrolet Silverado Z71 05-30	FUEL/LUBRICANTS \$34.17
	Parks Fuel Chevrolet Silverado 05-30	FUEL/LUBRICANTS \$90.54
	Parks Fuel Chevrolet 2500HD 05-31	FUEL/LUBRICANTS \$144.06
<u>WEX BANK</u>	Parks Fuel Chevrolet Silverado 06-03	FUEL/LUBRICANTS \$44.50
	Parks Fuel Chevrolet Silverado Z71 06-03	FUEL/LUBRICANTS \$109.83
	Parks Fuel Chevrolet Silverado 06-07	FUEL/LUBRICANTS \$53.27
	Parks Fuel Chevrolet Silverado Z71 06-07	FUEL/LUBRICANTS \$77.83
	Parks Fuel Ford F450 06-10	FUEL/LUBRICANTS \$161.54
	Parks Fuel Chevrolet Silverado Z71 06-10	FUEL/LUBRICANTS \$97.41
	Parks Fuel Ford F350 06-11	FUEL/LUBRICANTS \$140.02
	Parks Fuel Chevrolet Silverado 06-11	FUEL/LUBRICANTS \$44.61
	Parks Fuel Chevrolet 2500HD 06-13	FUEL/LUBRICANTS \$95.79
	Parks Fuel Chevrolet Silverado 06-14	FUEL/LUBRICANTS \$35.37

VENDOR ACTIVITY REPORT FY 2024
341A FORPD General Fund

June
 Period 12

Parks Fuel Chevrolet Silverado Z71 06-14	FUEL/LUBRICANTS	\$74.84
Parks Fuel Chevrolet Silverado 06-17	FUEL/LUBRICANTS	\$47.43
Parks Fuel Chevrolet Silverado Z71 06-17	FUEL/LUBRICANTS	\$94.21
Parks Fuel Ford F250 06-19	FUEL/LUBRICANTS	\$142.27
Parks Fuel Chevrolet Silverado Z71 06-20	FUEL/LUBRICANTS	\$54.75
Parks Fuel Wex fee 05-30	FUEL/LUBRICANTS	\$50.00
Parks Fuel accounting fee 06-21	FUEL/LUBRICANTS	\$10.00
Parks Fuel finance charge 06-23	FUEL/LUBRICANTS	\$243.16
* TOTAL *		\$3,543.44

<u>TOTAL EXPENSES</u>	<u>\$245,486.36</u>
------------------------------	----------------------------

VENDOR ACTIVITY REPORT FY 2024
341C FORPD GO BOND - CAPITAL

June
Period 12

VENDOR	EXPENSE DESCRIPTION	ACCOUNT DESCRIPTION	AMOUNT
<u>BOBO CONSTRUCTION INC</u>	VPPR PGC - VPPR VMAR CCR: Pay App 22 April	STRUCTURES	\$437,510.30
	* TOTAL *		\$437,510.30
<u>CALLANDER ASSOCIATES LANDSCAPE</u>	VPPR ASA 15 roadwy eng April	STRUCTURES	\$220.19
	VPPR ASA 16 Addtl CA Svcs April	STRUCTURES	\$31,390.00
	VPPR ASA 17 Addtl roadway work April	STRUCTURES	\$8,355.00
	VPPR ASA 13 Const Admin Svc Bennett Eng April	STRUCTURES	\$27,979.75
	VPPR reimburable expenses April	STRUCTURES	\$998.63
	VPPR ASA 16 fees remaining (cr) April	STRUCTURES	-\$20.00
	* TOTAL *		\$68,923.57
<u>INNOVATIVE CONSTRUCTION SERVICES IN</u>	VPPR proj mgmt services rendered May	STRUCTURES	\$9,860.00
	VMAR proj mgmt services rendered May	STRUCTURES	\$8,730.00
	CCR proj mgmt services rendered May	STRUCTURES	\$530.00
	* TOTAL *		\$19,120.00
<u>KMM SERVICES INC</u>	CCR #04 Tech/Fire Safety & Sec Consul May	STRUCTURES	\$870.00
	* TOTAL *		\$870.00
<u>MID PACIFIC ENGINEERING INC</u>	VPPR Construction Testing to 4/19	STRUCTURES	\$1,075.00
	VPPR Mileage to 4/19	STRUCTURES	\$61.75
	* TOTAL *		\$1,136.75
<u>URBAN FUTURES INC</u>	Admin disclosure expense FY 21-22	OTHER PROF SVC	\$3,000.00
	Admin disclosure expense FY 22-23	OTHER PROF SVC	\$4,200.00
	* TOTAL *		\$7,200.00
<u>US BANK NATIONAL ASSOCIATION</u>	VPPR 341C electricity for temp facility SACRAMENTO	STRUCTURES	\$454.31
	VPPR 341C electricity for temp facility SACRAMENTO	STRUCTURES	\$348.51
	* TOTAL *		\$802.82
<u>WENELL MATTHEIS BOWE INC</u>	VMAR Reimbursable expense 3/21-4/20	STRUCTURES	\$40.21
	VMAR SC 12 increase const svcs 3/21-4/20	STRUCTURES	\$2,705.00
	VMAR SC 13 Seating rplcmnt design study 3/21-4/20	STRUCTURES	\$7,700.00
	CCR SC #08 Addt'l Const support 3/21-4/20	STRUCTURES	\$1,800.00
	VMAR SC 12 increase const svcs 4/21-5/20	STRUCTURES	\$5,085.00
	CCR Const support 4/21-5/20	STRUCTURES	\$620.00
	CCR SC #08 Addt'l Const support 4/21-5/20	STRUCTURES	\$2,170.00
	CCR SC#09 kitchen permit 4/21-5/20	STRUCTURES	\$200.00
	* TOTAL *		\$20,320.21
TOTAL EXPENSES			\$555,883.65



PAYROLL REPORT
(PAYROLL CONSOLIDATION)
 June 2024 FY 23-24 Period 12
 Pay Periods PP202411 & PP202412

DEPARTMENT	GL--> Wage Type-->	1110	1110	1121	1124	1110	1110	1143	<u>TOTALS</u>
		7221	7201	7237	7204	7202	7213	2146 2162	
<u>ADMINISTRATION</u>		27,808	8,952	-	-		1,614	660	39,035
<u>RECREATION</u>		27,131	9,124	6,597	-	72	807	80	43,811
<u>MAINTENANCE</u>		7,911	23,775	9,154	-		807	40	41,687
<u>BOARD OF DIRECTORS</u>				500					500
SUB TOTAL		\$ 69,685	\$ 41,851	\$ 17,588	\$ 500	\$ 72	\$ 3,229	\$ 860	\$ 133,785

BENEFITS

PERS (Health)	31,222
- Current Employees #1230	27,165
- Retired #1280	4,058
-Prefunding CERBT/OPEB	
PERS #1210 (Retirement) Active Employees	9,723
Principal (Life & Vision) #1230	637
Capitol Assoc. (Dental) #1230	1,507
EDD (SUI) #1250	66
OASHDI #1220	2,172
CAPRI -Workers Comp.Acct 1240:	
BENEFITS TOTAL	\$ 45,328
GRAND TOTAL	\$ 179,113



PAYROLL ACTIVITY DETAIL REPORT

June 2024 FY 23-24 Period 12

Pay Periods PP202411 & PP202412

General Fund Business Area 341A

Dept	ID	Position	10111000 Regular Pay Hourly 7201	10111000 Regular Pay Salaried 7221	101121000 Extra Help Pay 7237	10112400 Committee Members 7204	10111000 Flat Amount 7202	10114300 Allowances 2162	10111000 Group Insurance Subsidy 7213	Grand Total
A & E	3004766	Arts & Entertainment Manager	-	6,834	-	-	-	40	-	6,874
A & E	3004286	Arts & Entertainment Associate	-	-	1,837	-	-	40	-	1,877
A & E Total			-	6,834	1,837	-	-	80	-	8,752
ADMIN	3001178	District Administrator	-	13,759	-	-	-	100	-	14,259
ADMIN	3000547	Administrative Services Manager	-	8,307	-	-	-	40	-	8,347
ADMIN	3004151	Accountant	-	5,742	-	-	-	40	807	6,589
ADMIN	3000644	Administrative Assistant II	4,703	-	-	-	-	40	807	5,551
ADMIN	3000410	Administrative Assistant II- Tech Support	4,249	-	-	-	-	40	-	4,289
ADMIN Total			8,952	27,808	-	-	-	260	1,614	39,035
BOD	3000103	Board Member	-	-	-	100	-	-	-	100
BOD	3000221	Board Member	-	-	-	100	-	-	-	100
BOD	3001138	Board Member	-	-	-	100	-	-	-	100
BOD	3002177	Board Member	-	-	-	100	-	-	-	100
BOD	3002791	Board Member	-	-	-	100	-	-	-	100
BOD Total			-	-	-	500	-	-	-	500
PARKS	3000548	Parks and Facilities Manager	-	7,911	-	-	-	-	-	7,911
PARKS	3000192	Parks Maintenance Worker	5,970	-	-	-	-	-	-	5,970
PARKS	3001238	Parks Supervisor	5,458	-	-	-	-	-	-	5,458
PARKS	3003204	Parks Maintenance Worker	4,912	-	-	-	-	40	-	4,952
PARKS	3002602	Parks Maintenance Worker	4,963	-	-	-	-	-	-	4,963
PARKS	3003205	Parks Maintenance Worker	2,473	-	-	-	-	-	807	3,280
PARKS	3004328	Park Aide	-	-	1,120	-	-	-	-	1,120
PARKS	3004216	Park Aide	-	-	1,200	-	-	-	-	1,200
PARKS	3004820	Park Aide - Reg PT	-	-	2,170	-	-	-	-	2,170
PARKS	3004841	Park Aide	-	-	1,548	-	-	-	-	1,548
PARKS	3004666	Park Aide	-	-	1,472	-	-	-	-	1,472
PARKS	3004278	Park Aide	-	-	1,644	-	-	-	-	1,644
PARKS Total			23,775	7,911	9,154	-	-	40	807	41,687
REC	3000263	Recreation Manager	-	7,911	-	-	-	40	-	7,951
REC	3000271	Recreation Supervisor	-	7,433	-	-	-	-	-	7,433
REC	3004234	Recreation Supervisor	-	5,824	-	-	-	40	-	5,864
REC	3000740	Recreation Supervisor	-	5,963	-	-	-	-	807	6,770
REC	3001065	Preschool Teacher	4,653	-	-	-	-	-	-	4,653
REC	3002002	Preschool Assistant	-	-	2,234	-	-	-	-	2,234
REC	3004823	Recreation Coordinator	4,439	-	-	-	-	-	-	4,439
REC	3004328	Recreation Leader I	-	-	1,120	-	-	-	-	1,120
REC	3004932	Senior Recreation Leader - Reg PT	-	-	2,455	-	-	-	-	2,455
REC	3004967	Senior Recreation Leader - Reg PT	-	-	739	-	72	-	-	811
REC	3004749	Senior Recreation Leader	-	-	48	-	-	-	-	48
REC	3005260	Recreation Leader I	-	-	600	-	-	-	-	600
REC	3005261	Recreation Leader I	-	-	672	-	-	-	-	672
REC	3005265	Recreation Leader I	-	-	672	-	-	-	-	672



PAYROLL ACTIVITY DETAIL REPORT

June 2024 FY 23-24 Period 12

Pay Periods PP202411 & PP202412

General Fund Business Area 341A

Dept	ID	Position	10111000 Regular Pay Hourly 7201	10111000 Regular Pay Salaried 7221	101121000 Extra Help Pay 7237	10112400 Committee Members 7204	10111000 Flat Amount 7202	10114300 Allowances 2162	10111000 Group Insurance Subsidy 7213	Grand Total
REC	3005270	Recreation Leader I	-	-	688	-	-	-	-	688
REC	3005271	Recreation Leader I	-	-	656	-	-	-	-	656
REC	3005272	Recreation Leader I	-	-	696	-	-	-	-	696
REC	3003906	Recreation Leader I	-	-	712	-	-	-	-	712
REC	3004637	Recreation Leader I	-	-	512	-	-	-	-	512
REC	3004639	Recreation Leader II	-	-	172	-	-	-	-	172
REC Total			9,092	27,131	6,597	-	72	80	807	43,811
Grand Total			41,851	69,685	17,588	500	72	460	3,229	133,785



PAYROLL REPORT
(OVERTIME / CTO / STRAIGHT TIME DETAIL)
June 2024 - Period 12

General Fund
Business Area 341A

TOTAL OVERTIME PAID FOR May 16th 2024 THRU June 15th 2024: **\$0.00**



PAYROLL REPORT
(OVERTIME / CTO / STRAIGHT TIME DETAIL)
June 2024 - Period 12

General Fund
Business Area 341A

June 2024 - Overtime Straight Time - PAID

TOTAL STRAIGHT TIME PAID FOR May 16th 2024 THRU June 15th 2024: \$0.00



PAYROLL REPORT
(OVERTIME / CTO / STRAIGHT TIME DETAIL)
June 2024 - Period 12

General Fund
Business Area 341A

June 2024 - Overtime Breakdown - CTO

<u>Steven Banks</u>	\$26.58					
Friday	5/17/2024	2:30-3PM	0.50	CTO		\$19.94
Sunday	5/19/2024	5-7AM	2.00	CTO		\$79.74
<u>Matthew Ellis</u>	\$26.58					
Friday	6/14/2024	2:30-3:30PM	1.00	CTO		\$39.87
<u>Nathan Martinez</u>	\$31.01					
Friday	6/14/2024	2:30-3:30PM	1.00	CTO		\$46.52
<u>Rick Zurlo</u>	\$27.91					
Friday	6/14/2024	2:30-3:30PM	1.00	CTO		\$41.87

\$227.93

(INCLUDED WITHIN LEAVE LIABILITY BALANCES FOR THE MONTH)



LEAVE LIABILITY - June 2024

Vacation

Name	Hourly Rate	Beginning Balance	Hours Accrued	Hours Used	Adjustments	Ending Balance	Leave Liability Hours	Dollars
Accountant	\$ 33.13	19.43	7.33	26.76	0.00	0.00	0.00	\$ -
Admin Assistant II	\$ 26.61	104.12	13.33	7.5	0.00	109.95	109.95	\$ 2,925.77
Admin Assistant II	\$ 24.14	190.33	10.00	4	0.00	196.33	196.33	\$ 4,739.41
Administrative Services Manager	\$ 47.93	226.63	13.33	5	0.00	234.96	234.96	\$ 11,261.63
Arts & Entertainment Manager	\$ 39.43	49.97	7.33	24	0.00	33.30	33.30	\$ 1,313.02
District Administrator	\$ 79.38	96.26	13.33	0	0.00	109.59	109.59	\$ 8,699.25
Park Aide	\$ 16.69	23.36	3.67	0	0.00	27.03	27.03	\$ 225.57
Parks and Facilities Manager	\$ 45.64	230.57	9.43	0	0.00	240.00	240.00	\$ 10,953.60
Parks Maintenance Worker	\$ 25.31	95.25	7.33	0	0.00	102.58	102.58	\$ 2,596.30
Parks Maintenance Worker	\$ 25.31	0.00	10.00		0.00	10.00	10.00	\$ 253.10
Parks Maintenance Worker	\$ 33.92	216.41	13.33	8	0.00	221.74	221.74	\$ 7,521.42
Parks Maintenance Worker	\$ 27.91	139.47	10.00	16	0.00	133.47	133.47	\$ 3,725.15
Parks Supervisor	\$ 31.01	178.64	13.33	0	0.00	191.97	191.97	\$ 5,952.99
Preschool Assistant	\$ 19.86	122.40	3.67	14	0.00	112.07	112.07	\$ 2,225.71
Preschool Teacher	\$ 26.44	81.53	13.33	0	0.00	94.86	94.86	\$ 2,508.10
Recreation Coordinator	\$ 25.22	19.31	7.33	0	0.00	26.64	26.64	\$ 671.86
Recreation Manager	\$ 45.64	239.90	0.10	40	0.00	200.00	200.00	\$ 9,128.00
Recreation Supervisor	\$ 41.54	226.33	13.33	28	0.00	211.66	211.66	\$ 8,792.36
Recreation Supervisor	\$ 33.60	36.61	7.33	32	0.00	11.94	11.94	\$ 401.18
Recreation Supervisor	\$ 32.00	191.53	10.00	0	0.00	201.53	201.53	\$ 6,448.96
Senior Rec Leader- Sports	\$ 18.02	11.01	3.67	0	0.00	14.68	14.68	\$ 264.53
TOTALS		2499.06	133.91	205.26	0.00	151.88	2484.30	\$ 90,607.91

*Please reference the FORPD Personnel Policy Manual revised 12-13-2023 & MOU approved 6-19-2021 for guidelines regarding Leave Liability.



LEAVE LIABILITY - June 2024

Sick

Name	Hourly Rate	Beginning Balance	Hours Accrued	Hours Used	Adjustments	Ending Balance	Leave Liability Hours	Dollars
Accountant	\$ 33.13	9.50	8	3.00	0	14.50	14.50	\$ 240.19
Admin Assistant II	\$ 26.61	339.75	8	4.50	0	343.25	320.00	\$ 4,257.60
Admin Assistant II	\$ 24.14	251.00	8	0.00	0	259.00	259.00	\$ 3,126.13
Administrative Services Manager	\$ 47.93	439.34	8	8.00	0	439.34	320.00	\$ 7,668.80
Arts & Entertainment Manager	\$ 39.43	72.00	8	0.00	0	80.00	80.00	\$ 1,577.20
District Administrator	\$ 79.38	487.00	8	0.00	0	495.00	320.00	\$ 12,700.80
Park Aide	\$ 16.69	30.00	6	0.00	0	36.00	36.00	\$ 300.42
Parks and Facilities Manager	\$ 45.64	346.00	8	8.00	0	346.00	320.00	\$ 7,302.40
Parks Maintenance Worker	\$ 25.31	102.50	8	4.00	0	106.50	106.50	\$ 1,347.76
Parks Maintenance Worker	\$ 25.31	0.00	8	0.00	0	8.00	8.00	\$ 101.24
Parks Maintenance Worker	\$ 33.92	7.80	8	10.00	0	5.80	5.80	\$ 98.37
Parks Maintenance Worker	\$ 27.91	119.00	8	0.00	0	127.00	127.00	\$ 1,772.29
Parks Supervisor	\$ 31.01	388.00	8	0.00	0	396.00	320.00	\$ 4,961.60
Preschool Assistant	\$ 19.86	157.00	6	0.00	0	163.00	160.00	\$ 1,588.80
Preschool Teacher	\$ 26.44	60.05	8	0.00	0	68.05	68.05	\$ 899.62
Recreation Coordinator	\$ 25.22	48.00	8	0.00	0	56.00	56.00	\$ 706.16
Recreation Manager	\$ 45.64	749.25	8	0.00	0	757.25	320.00	\$ 7,302.40
Recreation Supervisor	\$ 41.54	570.96	8	3.00		575.96	320.00	\$ 6,646.40
Recreation Supervisor	\$ 33.60	104.00	8	8.00	0	104.00	104.00	\$ 1,747.20
Recreation Supervisor	\$ 32.00	226.50	8	23.00	0	211.50	320.00	\$ 5,120.00
Senior Rec Leader- Sports	\$ 18.02	18.00	6.00	0	0.00	24.00	24.00	\$ 216.24
TOTALS								\$ 69,681.61

Note: Regarding Sick-Leave hours, a Regular Full-Time employee may choose the Sick Leave payout option and utilize a maximum of 320 hours (as identified within the table above) which will be compensated at 50% of the employees current hourly rate of pay. However, upon retirement from the District, a Regular Full-Time employee December choose to utilize their accrued Sick Leave toward CalPERS service credit with no maximum limit. Employees whose Sick Leave hours exceed 320 hours are noted but the hours in excess of 320 not calculated as a liability in the table above. A Regular Part-Time employee will be compensated for a maximum of 160 hours of sick leave at 50% of the employees rate of pay upon termination.



LEAVE LIABILITY - June 2024

Compensated Time Off (CTO)

Name	Hourly Rate	Beginning Balance	Hours Accrued	Hours Used	Adjustments	Ending Balance	Leave Liability Hours	Dollars
Accountant	\$ 33.13	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Admin Assistant II	\$ 26.61	1.13	0.00	0.00	0.00	1.13	1.13	\$ 29.94
Admin Assistant II	\$ 24.14	12.38	0.00	0.00	0.00	12.38	12.38	\$ 298.85
Administrative Services Manager	\$ 47.93	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Arts & Entertainment Manager	\$ 39.43	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
District Administrator	\$ 79.38	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Park Aide	\$ 16.69	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Parks and Facilities Manager	\$ 45.64	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Parks Maintenance Worker	\$ 25.31	16.38	0.00	8.50	0.00	7.88	7.88	\$ 199.44
Parks Maintenance Worker	\$ 25.31	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Parks Maintenance Worker	\$ 33.92	16.25	0.00	0.00	0.00	16.25	16.25	\$ 551.20
Parks Maintenance Worker	\$ 27.91	38.39	1.50	0.00	0.00	39.89	39.89	\$ 1,113.33
Parks Supervisor	\$ 31.01	27.25	1.50	0.00	0.00	28.75	28.75	\$ 891.54
Preschool Assistant	\$ 19.86	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Preschool Teacher	\$ 26.44	6.77	0.00	0.00	0.00	6.77	6.77	\$ 178.87
Recreation Coordinator	\$ 25.22	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Recreation Manager	\$ 45.64	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Recreation Supervisor	\$ 41.54	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Recreation Supervisor	\$ 33.60	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Recreation Supervisor	\$ 32.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Senior Rec Leader- Sports	\$ 18.02	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
TOTALS								\$ 3,263.17

*Please reference the FORPD Personnel Policy Manual revised 12-13-2023 & MOU approved 6-19-2021 for guidelines regarding Leave Liability.



LEAVE LIABILITY - May 2024

Management Leave

Name	Hourly Rate	Beginning Balance	Hours Accrued	Hours Used	Adjustments	Ending Balance	Leave Liability Hours	Dollars
Accountant	\$ 33.13	14.14	5.34	1.24	0	18.24	18.24	\$ 604.29
Admin Assistant II	\$ 26.61	0	0.00	0	0	0	0	\$ -
Admin Assistant II	\$ 24.14	0	0.00	0	0	0	0	\$ -
Administrative Services Manager	\$ 47.93	27.16	5.34	0.00	0	32.50	32.50	\$ 1,557.73
Arts & Entertainment Manager	\$ 39.43	48.06	5.34	0	0	53.40	53.40	\$ 2,105.56
District Administrator	\$ 79.38	39.69	6.67	0	0	46.36	46.36	\$ 3,680.06
Park Aide	\$ 16.69	0.00	0.00	0	0	0	0	\$ -
Parks and Facilities Manager	\$ 45.64	13.03	5.34	0	0	18.37	18.37	\$ 838.41
Parks Maintenance Worker	\$ 25.31	0	0.00	0	0	0	0	\$ -
Parks Maintenance Worker	\$ 25.31	0	0.00	0	0	0	0	\$ -
Parks Maintenance Worker	\$ 33.92	0	0.00	0	0	0	0	\$ -
Parks Maintenance Worker	\$ 27.91	0	0.00	0	0	0	0	\$ -
Parks Supervisor	\$ 29.54	0	0.00	0	0	0	0	\$ -
Preschool Assistant	\$ 19.86	0	0.00	0	0	0	0	\$ -
Preschool Teacher	\$ 26.44	0	0.00	0	0	0	0	\$ -
Recreation Coordinator	\$ 25.22	0	0.00	0	0	0	0	\$ -
Recreation Manager	\$ 45.64	54.18	5.34	8	0	51.52	51.52	\$ 2,351.37
Recreation Supervisor	\$ 41.54	59.44	5.34	16	0	48.78	48.78	\$ 2,026.32
Recreation Supervisor	\$ 33.60	34.78	5.34	0	0	40.12	40.12	\$ 1,348.03
Recreation Supervisor	\$ 32.00	28.08	5.34	0	0	33.42	33.42	\$ 1,069.44
Senior Rec Leader- Sports	\$ 18.02	0	0	0	0	0	0	\$ -
TOTALS								\$ 15,581.21

*Please reference the FORPD Personnel Policy Manual revised 12-13-2023 & MOU approved 6-19-2021 for guidelines regarding Leave Liability.



CONTINGENCY FUND RECONCILIATION 2023-2024

JUNE- PERIOD 12

General Fund
Business Area 341A

Beginning Balance on June1, 2024: \$50,000

TRANSFERS FOR FY 23/24

Resolution #	Transfers To	Division	Purpose	Amount
--------------	--------------	----------	---------	--------

Ending Balance June 30, 2024 (period 12): \$50,000



FUND BALANCE REPORT
341A FAIR OAKS PARK DISTRICT

June 2024
Period 12 (100% FY)

Balance Sheet Item	Begining Balance	Period Debits	Period Credits	Ending Balance
Cash in Treasury	\$ 1,975,153.60	\$ 530,971.20	\$ (294,604.58)	\$ 2,211,520.22
Imprest Cash	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Accrued Interest Receivable	\$ -	\$ -	\$ -	\$ -
Due from Other Funds Year End	\$ -	\$ -	\$ -	\$ -
Accounts Receivable Year End	\$ -	\$ -	\$ -	\$ -
Notes & Other Long Receivables	\$ -	\$ -	\$ -	\$ -
Land	\$ 499,633.00	\$ -	\$ -	\$ 499,633.00
Building Structures	\$ 4,335,832.95	\$ -	\$ -	\$ 4,335,832.95
Equipment	\$ 503,537.37	\$ -	\$ -	\$ 503,537.37
AUC	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 7,315,156.92	\$ 530,971.20	\$ (294,604.58)	\$ 7,551,523.54
Warrants Payable	\$ (71,927.63)	\$ 108,627.90	\$ (143,062.47)	\$ (106,362.20)
Deposit Stale Warrants	\$ (11,114.81)	\$ -	\$ -	\$ (11,114.81)
Claims Payable	\$ (18,137.50)	\$ 338,018.07	\$ (334,195.18)	\$ (14,314.61)
Due to Others	\$ -	\$ -	\$ -	\$ -
PAYROLL_TAXES_N_BENEFITS	\$ 5,589.53	\$ 299,934.84	\$ (298,798.13)	\$ 6,726.24
Deposits from Others	\$ (68,597.98)	\$ -	\$ -	\$ (68,597.98)
Deferred Credits	\$ -	\$ -	\$ -	\$ -
Suspense Clearing	\$ -	\$ -	\$ -	\$ -
Payroll Clearing	\$ -	\$ 194,728.07	\$ (194,728.07)	\$ -
Borrowing Limit	\$ -	\$ -	\$ -	\$ -
Borrowing Limit Offset	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ (164,188.39)	\$ 941,308.88	\$ (970,783.85)	\$ (193,663.36)
Total Deferred Inflows	\$ (164.99)	\$ -	\$ -	\$ (164.99)
Reserve Fund Balance	\$ (515,991.40)	\$ -	\$ -	\$ (515,991.40)
Fund Balance	\$ (1,060,758.73)	\$ -	\$ -	\$ (1,060,758.73)
Investments in GFA	\$ (5,339,003.32)	\$ -	\$ -	\$ (5,339,003.32)
Revenues and Other Financing Sources	\$ (2,580,301.48)	\$ -	\$ (452,378.01)	\$ (3,032,679.49)
Expenditures/Expenses	\$ 2,495,251.39	\$ 381,165.19	\$ (135,678.83)	\$ 2,740,737.75
Estimated Revenue	\$ 3,162,068.00	\$ -	\$ -	\$ 3,162,068.00
Appropriations	\$ (3,312,068.00)	\$ -	\$ -	\$ (3,312,068.00)
Start of System Clearing	\$ -	\$ -	\$ -	\$ -
Total Equity and Other Accounts	\$ (7,150,803.54)	\$ 381,165.19	\$ (588,056.84)	\$ (7,357,695.19)
Total Liabilities & Equity + Other Accts	\$ (7,315,156.92)	\$ 1,322,474.07	\$ (1,558,840.69)	\$ (7,551,523.54)

Balance Sheet Item	Begining Balance	Period Debits	Period Credits	Ending Balance
Cash in Treasury	\$1,484,229.12	\$602,325.00	-\$544,556.90	\$1,541,997.22
Cash with Fiscal Age	\$4,616,497.34	\$0.00	-\$600,000.00	\$4,016,497.34
Accrued Interest Receivable	\$6,655.15	\$0.00	\$0.00	\$6,655.15
Total Assets	\$6,107,381.61	\$602,325.00	-\$1,144,556.90	\$5,565,149.71
Warrants Payable	\$0.00	\$533,308.87	-\$544,635.62	-\$11,326.75
Claims Payable	\$0.00	\$544,635.62	-\$544,635.62	\$0.00
Total Liabilities	\$0.00	\$1,077,944.49	-\$1,089,271.24	-\$11,326.75
Fund Balance	-\$3,441,300.36	\$0.00	\$0.00	-\$3,441,300.36
Revenues and Other Financing Sources	-\$43,692.00	\$0.00	-\$2,325.00	-\$46,017.00
Expenditures/Expenses	-\$11,022,389.25	\$555,903.65	-\$20.00	-\$10,466,505.60
Estimated Revenue	\$23,415,500.00	\$0.00	\$0.00	\$23,415,500.00
Appropriations	-\$15,015,500.00	\$0.00	\$0.00	-\$15,015,500.00
Total Equity and Other Accounts	-\$6,107,381.61	\$555,903.65	-\$2,345.00	-\$5,553,822.96
Total Liabilities & Equity + Other Accts	-\$6,107,381.61	\$1,633,848.14	-\$1,091,616.24	-\$5,565,149.71



FUND BALANCE REPORT

343A PHOENIX LL

June 2024

Period 12 (100% FY)

Balance Sheet Item	Beginning Balance	Period Debits	Period Credits	Ending Balance
Cash in Treasury	\$39,886.11	\$695.61	\$0.00	\$40,581.72
Accrued Interest Receivable	\$0.00	\$0.00	\$0.00	\$0.00
Due from Other Funds Year End	\$0.00	\$0.00	\$0.00	\$0.00
Total Assets	\$39,886.11	\$695.61	\$0.00	\$40,581.72
Warrants Payable	\$0.00	\$0.00	\$0.00	\$0.00
Claims Payable	\$0.00	\$0.00	\$0.00	\$0.00
Due to Others	\$0.00	\$0.00	\$0.00	\$0.00
Borrowing Limit	\$0.00	\$0.00	\$0.00	\$0.00
Borrowing Limit Offset	\$0.00	\$0.00	\$0.00	\$0.00
Total Liabilities	\$0.00	\$0.00	\$0.00	\$0.00
Reserve Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance	-\$40,149.79	\$0.00	\$0.00	-\$40,149.79
Revenues and Other Financing Sources	-\$56,235.32	\$0.00	-\$695.61	-\$56,930.93
Expenditures/Expenses	\$56,499.00	\$0.00	\$0.00	\$56,499.00
Estimated Revenue	\$56,499.00	\$0.00	\$0.00	\$56,499.00
Appropriations	-\$56,499.00	\$0.00	\$0.00	-\$56,499.00
Total Equity and Other Accounts	-\$39,886.11	\$0.00	-\$695.61	-\$40,581.72
Total Liabilities & Equity + Other Accts	-\$39,886.11	\$0.00	-\$695.61	-\$40,581.72



FUND BALANCE REPORT
373A FAIR OAKS ASSESSMENT DISTRICT

June 2024
Period 12 (100% FY)

Balance Sheet Item	Beginning Balance	Period Debits	Period Credits	Ending Balance
Cash in Treasury	\$280,957.75	\$7,885.76	\$0.00	\$288,843.51
Accrued Interest Receivable	\$0.00	\$0.00	\$0.00	\$0.00
Due from Other Funds Year End	\$0.00	\$0.00	\$0.00	\$0.00
Total Assets	\$280,957.75	\$7,885.76	\$0.00	\$288,843.51
Sales Tax Due	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Payable	\$0.00	\$0.00	\$0.00	\$0.00
Deposit Stale Warrants	-\$190.94	\$0.00	\$0.00	-\$190.94
Claims Payable	\$0.00	\$0.00	\$0.00	\$0.00
Due to Others	\$0.00	\$0.00	\$0.00	\$0.00
Borrowing Limit	\$0.00	\$0.00	\$0.00	\$0.00
Borrowing Limit Offset	\$0.00	\$0.00	\$0.00	\$0.00
Total Liabilities	-\$190.94	\$0.00	\$0.00	-\$190.94
Fund Balance	-\$288,844.68	\$0.00	\$0.00	-\$288,844.68
Revenues and Other Financing Sources	-\$595,572.13	\$0.00	-\$7,885.76	-\$603,457.89
Expenditures/Expenses	\$603,650.00	\$0.00	\$0.00	\$603,650.00
Estimated Revenue	\$603,650.00	\$0.00	\$0.00	\$603,650.00
Appropriations	-\$603,650.00	\$0.00	\$0.00	-\$603,650.00
Total Equity and Other Accounts	-\$280,766.81	\$0.00	-\$7,885.76	-\$288,652.57
Total Liabilities & Equity + Other Accts	-\$280,957.75	\$0.00	-\$7,885.76	-\$288,843.51



FUND BALANCE REPORT
343B GUM RANCH LL

June 2024
Period 12 (100% FY)

Balance Sheet Item	Begining Balance	Period Debits	Period Credits	Ending Balance
Cash in Treasury	\$101,881.17	\$851.51	\$0.00	\$102,732.68
Accrued Interest Receivable	\$0.00	\$0.00	\$0.00	\$0.00
Due from Other Funds Year End	\$0.00	\$0.00	\$0.00	\$0.00
Total Assets	\$101,881.17	\$851.51	\$0.00	\$102,732.68
Fund Balance	-\$83,752.33	\$0.00	\$0.00	-\$83,752.33
Revenues and Other Financing Sources	-\$101,208.84	\$0.00	-\$851.51	-\$102,060.35
Fund Balance	\$83,080.00	\$0.00	\$0.00	\$83,080.00
Estimated Revenue	\$83,080.00	\$0.00	\$0.00	\$83,080.00
Appropriations	-\$83,080.00	\$0.00	\$0.00	-\$83,080.00
Total Equity and Other Accounts	-\$101,881.17	\$0.00	-\$851.51	-\$102,732.68
Total Liabilities & Equity + Other Accts	-\$101,881.17	\$0.00	-\$851.51	-\$102,732.68



FUND BALANCE REPORT
341I FAIR OAKS PARK IMPACT FEES

June 2024
Period 12 (100% FY)

Balance Sheet Item	Begining Balance	Period Debits	Period Credits	Ending Balance
Cash in Treasury	\$1,698,181.02	\$0.00	-\$72,944.82	\$1,625,236.20
Accrued Interest Receivable	\$0.00	\$0.00	\$0.00	\$0.00
Notes & Other Long Receivables	\$10,782.00	\$0.00	\$0.00	\$10,782.00
Total Assets	\$1,708,963.02	\$0.00	-\$72,944.82	\$1,636,018.20
Deposits from Others	-\$1,698,181.02	\$72,944.82	\$0.00	-\$1,625,236.20
Total Liabilities	-\$1,698,181.02	\$72,944.82	\$0.00	-\$1,625,236.20
Total Deferred Inflows	-\$10,782.00	\$0.00	\$0.00	-\$10,782.00
Total Liabilities & Equity + Other Accts	-\$1,708,963.02	\$72,944.82	\$0.00	-\$1,636,018.20



FUND BALANCE REPORT
088I FAIR OAKS PARK DEDICATION

June 2024
Period 12 (100% FY)

Balance Sheet Item	Begining Balance	Period Debits	Period Credits	Ending Balance
Cash in Treasury	\$373,657.53	\$0.00	\$0.00	\$373,657.53
Accrued Interest Receivable	\$0.00	\$0.00	\$0.00	\$0.00
Due from Other Funds Year End	\$0.00	\$0.00	\$0.00	\$0.00
Total Assets	\$373,657.53	\$0.00	\$0.00	\$373,657.53
Deposit Stale Warrants	-\$40.00	\$0.00	\$0.00	-\$40.00
Claims Payable	\$0.00	\$0.00	\$0.00	\$0.00
Deposits from Others	-\$373,617.53	\$0.00	\$0.00	-\$373,617.53
Deferred Credits	\$0.00	\$0.00	\$0.00	\$0.00
Total Liabilities	-\$373,657.53	\$0.00	\$0.00	-\$373,657.53
Total Liabilities & Equity + Other Accts	-\$373,657.53	\$0.00	\$0.00	-\$373,657.53

DATE	PROGRAM	REASON	AMOUNT
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$400.00
6/19/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$223.00
6/19/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$223.00
6/21/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$223.00
6/21/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$223.00
6/21/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$223.00
6/21/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$223.00
6/20/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$211.85
6/21/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$211.85
6/25/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$211.85
6/19/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$203.00
6/21/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$203.00
6/24/2024	9429.1 - Deposits	Refund of Rental Deposit	\$200.00
6/12/2024	9646.14-38920 - Youth Sports - Skyhawks Sports	CANCELLED PURCHASE	\$185.00
6/14/2024	9646.14-38920 - Youth Sports - Skyhawks Sports	CANCELLED PURCHASE	\$185.00
6/14/2024	9646.14-38920 - Youth Sports - Skyhawks Sports	CANCELLED PURCHASE	\$185.00
6/14/2024	9646.14-38920 - Youth Sports - Skyhawks Sports	CANCELLED PURCHASE	\$185.00
6/25/2024	9646.14-38920 - Youth Sports - Skyhawks Sports	CANCELLED PURCHASE	\$185.00
6/25/2024	9646.14-38920 - Youth Sports - Skyhawks Sports	CANCELLED PURCHASE	\$185.00
6/21/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$179.40
6/6/2024	9429.31 - Fair Oaks Park BBQ	CANCELLED PURCHASE	\$120.00
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$100.00
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$100.00
6/24/2024	9646.411 - Adult Softball	Softball Champion Discount	\$100.00
6/5/2024	9646.4-72028 - Adult Classes & Programs - Rollingwood Ath	CANCELLED PURCHASE	\$83.00
6/11/2024	9646.4-72028 - Adult Classes & Programs - Rollingwood Ath	CANCELLED PURCHASE	\$83.00
6/11/2024	9646.4-72028 - Adult Classes & Programs - Rollingwood Ath	CANCELLED PURCHASE	\$83.00
6/19/2024	9646.4-72028 - Adult Classes & Programs - Rollingwood Ath	CANCELLED PURCHASE	\$83.00
6/27/2024	9646.14-62436 - Youth Sports - Vision Soccer Training	CANCELLED PURCHASE	\$82.00
6/27/2024	9646.14-62436 - Youth Sports - Vision Soccer Training	CANCELLED PURCHASE	\$82.00
6/10/2024	9646 - Recreation Revenue Support	Cancelled Rental	\$80.00
6/25/2024	8510.1-73199 - A&E - Julia Wedge Schoenwandt	CANCELLED PURCHASE	\$71.00
6/24/2024	9646.13 - CFO Summer Camp	CANCELLED PURCHASE	\$57.85
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/3/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/6/2024	9429.1 - Deposits	CANCELLED PURCHASE	\$50.00
6/10/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/10/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/10/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/10/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/10/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/10/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/10/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/17/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/17/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/24/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/24/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/24/2024	9429.1 - Deposits	Refund of Rental Deposit	\$50.00
6/3/2024	9646.1-29815 - Youth Classes & Programs - Greg Landin	CANCELLED PURCHASE	\$38.00
6/6/2024	8540.1-70561 - A&E - Art Shock - Susan Niclos Family Clas	CANCELLED PURCHASE	\$38.00
6/4/2024	9646.5-58557 - Senior Classes & Programs - Laura Gamez	CANCELLED PURCHASE	\$31.35
6/28/2024	9646.5-58557 - Senior Classes & Programs - Laura Gamez	CANCELLED PURCHASE	\$31.35
6/6/2024	9646.738 - Kid's DIY Series	CANCELLED PURCHASE	\$25.00
6/19/2024	8540 - Family Classes & Programs	CANCELLED PURCHASE	\$21.85

TOTAL	\$6,406.35
--------------	-------------------

FINANCIAL REPORT FY 2024
341A FORPD GENERAL FUND

June 2024
Period 12 (100% of FY)

Commitment Item	Budget	Actual-GL	Available	Consumed	Comments
10111000 REGULAR EMPLOYEES	\$1,298,920.00	\$1,345,341.65	-\$46,421.65	104%	
10112100 EXTRA HELP	\$257,057.00	\$206,281.56	\$50,775.44	80%	
10112400 COMMITTEE MEMBERS	\$7,000.00	\$5,600.00	\$1,400.00	80%	
10113100 STRAIGHT TIME OT	\$500.00	\$0.00	\$500.00	0%	
10113200 TIME/ONE HALF OT	\$1,000.00	\$0.00	\$1,000.00	0%	
10114300 ALLOWANCES	\$44,448.00	\$9,960.00	\$34,488.00	22%	
10115200 TERMINAL PAY	\$0.00	\$3,783.94	-\$3,783.94	0%	
10121000 RETIREMENT - EMPLOYER COST	\$199,186.00	\$194,248.14	\$4,937.86	98%	
10122000 OASDHI - EMPLOYER COST	\$26,143.00	\$35,031.86	-\$8,888.86	134%	
10123000 GROUP INS - EMPLOYER COST	\$341,755.00	\$334,385.73	\$7,369.27	98%	
10124000 WORKER'S COMP - ALLOCATED COST PACKAGE	\$46,600.00	\$21,257.00	\$25,343.00	46%	
10124000 WORKER'S COMPENSATION	\$46,600.00	\$10,628.50	-\$10,628.50	0%	
10125000 SUI - ALLOCATED COST PACKAGE	\$5,012.00	\$4,568.33	\$443.67	91%	
10128000 HEALTH CARE - RETIREES	\$46,250.00	\$41,968.80	\$4,281.20	91%	
10 - SALARIES AND EMPLOYEE BENEFITS	\$2,273,871.00	\$2,213,055.51	\$60,815.49	97%	
20200500 ADVERTISING	\$6,480.00	\$2,674.67	\$3,805.33	41%	
20201500 BLUE PRINT SVC	\$50.00	\$0.00	\$50.00	0%	
20202400 PERIODICAL/SUBSCRIPTIONS	\$250.00	\$0.00	\$250.00	0%	
20202900 BUS/CONFERENCE EXP	\$12,500.00	\$8,829.19	\$3,670.81	71%	
20203500 ED/TRAINING SVC	\$7,145.00	\$2,910.65	\$4,234.35	41%	
20203600 ED/TRAINING SUP	\$900.00	\$130.34	\$769.66	14%	
20203800 EMPLOYEE RECOGNITION	\$3,025.00	\$1,665.55	\$1,359.45	55%	
20203900 EMPLOYEE TRANSPORTATION	\$2,400.00	\$7.00	\$2,393.00	0%	
20205100 INS LIABILITY	\$132,317.00	\$142,473.50	-\$10,156.50	108%	
20206100 MEMBERSHIP DUES	\$14,995.00	\$14,616.09	\$378.91	97%	
20207600 OFFICE SUPPLIES	\$5,480.00	\$6,079.76	-\$599.76	111%	
20208100 POSTAL SVC	\$9,950.00	\$1,042.64	\$8,907.36	10%	
20208500 PRINTING SVC	\$29,025.00	\$31,185.37	-\$2,160.37	107%	
20210300 AGRI/HORT SVC	\$372,253.00	\$348,830.62	\$23,422.38	94%	
20210400 AGRI/HORT SUP	\$20,400.00	\$7,640.08	\$12,759.92	37%	
20211100 BLDG MAINT SVC	\$5,000.00	\$3,296.00	\$1,704.00	66%	
20211200 BLDG MAINT SUP/MAT	\$7,000.00	\$8,249.16	-\$1,249.16	118%	
20213100 ELECT MAINT SVC	\$1,500.00	\$0.00	\$1,500.00	0%	
20213200 ELECT MAINT SUP	\$4,000.00	\$3,416.47	\$583.53	85%	
20214100 LAND IMP MAINT SVC	\$1,000.00	\$0.00	\$1,000.00	0%	
20214200 LAND IMP MAINT SUP	\$17,100.00	\$22,170.64	-\$5,070.64	130%	
20215100 MECH SYS MAINT SVC	\$6,400.00	\$2,315.00	\$4,085.00	36%	
20215200 MECH SYS MAINT SUP	\$200.00	\$8.45	\$191.55	4%	

FINANCIAL REPORT FY 2024
341A FORPD GENERAL FUND

June 2024
Period 12 (100% of FY)

20216200 PAINTING SUP	\$2,725.00	\$3,983.94	-\$1,258.94	146%	
20216700 PLUMBING MAINT SVC	\$7,000.00	\$11,150.00	-\$4,150.00	159%	
20216800 PLUMBING MAINT SUP	\$15,000.00	\$12,347.84	\$2,652.16	82%	
20218500 PERMIT CHARGES	\$2,600.00	\$958.84	\$1,641.16	37%	
20219100 ELECTRICITY	\$57,000.00	\$47,558.41	\$9,441.59	83%	
20219200 NAT GAS/LPG/FUEL OIL	\$8,835.00	\$6,179.06	\$2,655.94	70%	
20219300 REF COLL/DISP SVC	\$16,025.00	\$11,651.80	\$4,373.20	73%	
20219500 SEWAGE DISP SVC	\$22,566.00	\$24,493.07	-\$1,927.07	109%	
20219700 TELEPHONE SVC	\$20,969.00	\$16,874.57	\$4,094.43	80%	
20219800 WATER	\$107,044.00	\$93,137.28	\$13,906.72	87%	
20220500 AUTO MAINT SVC	\$10,000.00	\$14,486.43	-\$4,486.43	145%	
20220600 AUTO MAINT SUP	\$4,000.00	\$4,125.78	-\$125.78	103%	
20222600 EXPEND TOOLS	\$5,500.00	\$5,499.60	\$0.40	100%	
20222700 CELLPHONE/PAGER	\$11,255.00	\$9,054.95	\$2,200.05	80%	
20223600 FUEL/LUBRICANTS	\$20,200.00	\$24,506.84	-\$4,306.84	121%	
20226100 OFFICE EQ MAINT SVC	\$3,500.00	\$786.94	\$2,713.06	22%	
20227500 RENT/LEASE EQ	\$23,800.00	\$12,558.32	\$11,241.68	53%	
20229100 OTHER EQ MAINT SVC	\$1,000.00	\$1,097.43	-\$97.43	110%	
20229200 OTHER EQ MAINT SUP	\$2,000.00	\$930.69	\$1,069.31	47%	
20231400 CLOTH/PERSONAL SUP	\$22,725.00	\$21,663.12	\$1,061.88	95%	
20232100 CUSTODIAL SVC	\$8,500.00	\$4,841.42	\$3,658.58	57%	
20232200 CUSTODIAL SUP	\$22,000.00	\$29,708.69	-\$7,708.69	135%	
20233200 FOOD/CATERING SUP	\$18,665.00	\$14,274.01	\$4,390.99	76%	
20244400 MEDICAL SUP	\$9,100.00	\$852.89	\$8,247.11	9%	
20250200 ACTUARIAL SVC	\$8,000.00	\$1,600.00	\$6,400.00	20%	
20250500 ACCOUNTING SVC	\$9,032.00	\$5,611.66	\$3,420.34	62%	
20250700 ASSESSMENT COLL SVC	\$23,859.00	\$24,049.76	-\$190.76	101%	
20252500 ENGINEERING SVC	\$16,000.00	\$17,033.51	-\$1,033.51	106%	
20253100 LEGAL SVC	\$6,000.00	\$2,627.50	\$3,372.50	44%	
20254300 PARKS/RECREATION SVC	\$14,700.00	\$9,750.39	\$4,949.61	66%	
20257100 SECURITY SVC	\$62,680.00	\$37,406.77	\$25,273.23	60%	
20257200 SHUTTLE BUS	\$4,000.00	\$5,853.84	-\$1,853.84	146%	
20259100 OTHER PROF SVC	\$13,040.00	\$5,884.24	\$7,155.76	45%	
20281100 DATA PROCESSING SVC	\$48,300.00	\$28,226.42	\$20,073.58	58%	
20281200 DATA PROCESSING SUP	\$2,700.00	\$4,213.48	-\$1,513.48	156%	
20281900 REGISTRATION SVC	\$32,000.00	\$19,050.42	\$12,949.58	60%	
20285100 RECREATIONAL SVC	\$79,461.00	\$53,845.60	\$24,847.40	69%	
20285200 RECREATIONAL SUP	\$44,025.00	\$27,036.86	\$16,988.14	61%	
20289800 OTHER OP EXP SUP	\$20,000.00	\$19,183.09	\$816.91	96%	

FINANCIAL REPORT FY 2024
341A FORPD GENERAL FUND

June 2024
Period 12 (100% of FY)

20289900 OTHER OP EXP SVC	\$16,050.00	\$5,463.40	\$10,586.60	34%	
20291300 AUD/CONTROLLER SVC	\$16,000.00	\$20,350.00	-\$4,350.00	127%	
20 - SERVICES AND SUPPLIES	\$1,497,226.00	\$1,267,450.04	\$229,007.96	85%	
30345000 TAX/LIC/ASSESS	\$4,200.00	\$3,204.54	\$995.46	76%	
30 - OTHER CHARGES	\$4,200.00	\$3,204.54	\$995.46	76%	
42420200 STRUCTURES	\$230,000.00	\$256.66	\$229,743.34	0%	
42 - BUILDINGS	\$230,000.00	\$256.66	\$229,743.34	0%	
79790100 CONTINGENCY APPR	\$50,000.00	\$0.00	\$50,000.00	0%	
79 - Appropriation for Contingencies	\$50,000.00	\$0.00	\$50,000.00	0%	
EXPENDITURE ACCOUNTS	\$4,055,297.00	\$3,483,966.75	\$570,562.25	86%	
59599100 OPERATING TRANS IN	-\$743,229.00	-\$743,229.00	\$0.00	100%	
59 - INTERFUND REIMBRSMNT	-\$743,229.00	-\$743,229.00	\$0.00	100%	
REIMBURSEMENT ACCOUNTS	-\$743,229.00	-\$743,229.00	\$0.00	100%	
91910100 PROP TAX CUR SEC	-\$2,077,163.00	-\$2,109,478.80	\$32,315.80	102%	
91910200 PROP TAX CUR UNSEC	-\$77,097.00	-\$74,534.01	-\$2,562.99	97%	
91910300 PROP TAX CUR SUP	-\$56,777.00	-\$42,819.51	-\$13,957.49	75%	
91910400 PROPERTY TAX SECURED DELINQUENT	-\$14,782.00	-\$16,620.77	\$1,838.77	112%	
91910500 PROPERTY TAX SUPPLEMENTAL DELINQUENT	-\$2,417.00	-\$5,519.62	\$3,102.62	228%	
91910600 PROPERTY TAX UNITARY	-\$26,938.00	-\$29,159.52	\$2,221.52	108%	
91912000 PROPERTY TAX REDEMPTION	\$0.00	-\$67.07	\$67.07	0%	
91913000 PROP TAX PR UNSEC	-\$1,250.00	-\$664.48	-\$585.52	53%	
91914000 PROP TAX PENALTIES	-\$350.00	-\$328.69	-\$21.31	94%	
91 - TAXES	-\$2,256,774.00	-\$2,279,192.47	\$22,418.47	101%	
94941000 INTEREST INCOME	-\$10,000.00	-\$22,608.00	\$12,608.00	226%	
94942900 BLDG RENTAL OTHER	-\$77,600.00	-\$86,503.36	\$8,903.36	111%	
94943900 GROUND LEASES-OTHER	-\$93,324.00	-\$92,874.18	-\$449.82	100%	
94 - REVENUE FROM USE OF MONEY AND PROP	-\$180,924.00	-\$210,634.26	\$29,710.26	116%	
95952200 HOME PROP TAX REL	-\$16,500.00	-\$15,061.30	-\$1,438.70	91%	
95952900 IN LIEU TAXES-OTHER	-\$30,000.00	\$0.00	-\$30,000.00	0%	
95 - INTERGOVERNMENTAL REVENUES	-\$46,500.00	-\$15,061.30	-\$31,438.70	32%	
96964600 RECREATION SVC CHGS	-\$467,870.00	-\$456,973.34	-\$10,896.66	98%	
96 - CHARGES FOR SERVICES	-\$467,870.00	-\$457,572.54	-\$10,297.46	98%	
97979000 MISC OTHER	-\$210,000.00	-\$70,218.92	-\$139,781.08	33%	
97 - MISCELLANEOUS REVENUE	-\$210,000.00	-\$70,218.92	-\$139,781.08	33%	
REVENUE ACCOUNTS	-\$3,162,068.00	-\$3,032,679.49	-\$129,388.51	96%	
Total	\$150,000.00	-\$291,941.74	\$441,173.74	-194%	

FINANCIAL REPORT FY 2024
341C CAPITAL PROJECTS
June 2024
Period 12 (100% of FY)

Commitment Item	Budget	Actual-GL	Available	Consumed	Comments
20203100 BUSINESS TRAVEL	\$0.00	-\$47.36	\$47.36	0%	
20253100 LEGAL SVC	\$10,000.00	\$0.00	\$10,000.00	0%	
20259100 OTHER PROF SVC	\$1,000.00	\$8,172.00	-\$7,172.00	817%	
20281100 DATA PROCESSING SVC	\$0.00	\$0.00	\$0.00	0%	
20291300 AUD/CONTROLLER SVC	\$4,500.00	\$0.00	\$4,500.00	0%	
20 - SERVICES AND SUPPLIES	\$15,500.00	\$8,124.64	\$7,375.36	52%	
42420200 STRUCTURES	\$15,000,000.00	\$6,985,428.06	\$8,014,571.94	47%	
42 - BUILDINGS	\$15,000,000.00	\$6,985,428.06	\$8,014,571.94	47%	
EXPENDITURE ACCOUNTS	\$15,015,500.00	\$6,993,552.70	\$8,021,947.30	47%	
59599100 OPERATING TRANS IN	\$0.00	-\$17,460,058.30	\$17,460,058.30	0%	
59 - INTERFUND REIMBRSMNT	\$0.00	-\$17,460,058.30	\$17,460,058.30	0%	
REIMBURSEMENT ACCOUNTS	\$0.00	-\$17,460,058.30	\$17,460,058.30	0%	
94941000 INTEREST INCOME		-\$43,692.00	\$43,692.00	0%	
94 - REVENUE FROM USE OF MONEY AND PROP		-\$43,692.00	\$43,692.00	0%	
96960300 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	0%	
96 - CHARGES FOR SERVICES	\$0.00	\$0.00	\$0.00	0%	
97979000 MISC OTHER	-\$23,415,500.00	-\$2,325.00	-\$23,413,175.00	0%	
97 - MISCELLANEOUS REVENUE	-\$23,415,500.00	-\$2,325.00	-\$23,413,175.00	0%	
REVENUE ACCOUNTS	-\$23,415,500.00	-\$46,017.00	-\$23,369,483.00	0%	
Total	-\$8,400,000.00	-\$10,512,522.60	\$2,112,522.60	125%	



FINANCIAL REPORT FY 2024
373A FAIR OAKS ASSESSMENT

June 2024
Period 12 (100% of FY)

Commitment Item	Budget	Actual-GL	Available	Consumed	Comments
50598000 OPERATING TRANS OUT	\$603,650.00	\$603,650.00	\$0.00	100%	
50 - INTERFUND CHARGES	\$603,650.00	\$603,650.00	\$0.00	100%	
EXPENDITURE ACCOUNTS	\$603,650.00	\$603,650.00	\$0.00	100%	
94941000 INTEREST INCOME	\$0.00	-\$6,969.00	\$6,969.00	0%	
94 - REVENUE FROM USE OF MONEY AND PROP	\$0.00	-\$6,969.00	\$6,969.00	0%	
96960300 SPECIAL ASSESMENT	-\$603,650.00	-\$596,488.89	-\$7,161.11	99%	
96 - CHARGES FOR SERVICES	-\$603,650.00	-\$596,488.89	-\$7,161.11	99%	
REVENUE ACCOUNTS	-\$603,650.00	-\$603,457.89	-\$192.11	100%	
Total		\$192.11	-\$192.11	\$0.00	



FINANCIAL REPORT FY 2024
343A PHOENIX FIELD LANDSCAPE

June 2024
Period 12 (100% of FY)

Commitment Item	Budget	Actual-GL	Available	Consumed	Comments
50598000 OPERATING TRANS OUT	\$56,499.00	\$56,499.00	\$0.00	100%	
50 - INTERFUND CHARGES	\$56,499.00	\$56,499.00	\$0.00	100%	
EXPENDITURE ACCOUNTS	\$56,499.00	\$56,499.00	\$0.00	100%	
94941000 INTEREST INCOME	\$0.00	-\$898.00	\$898.00	0%	
94 - REVENUE FROM USE OF MONEY AND PROP	\$0.00	-\$898.00	\$898.00	0%	
96960300 SPECIAL ASSESMENT	-\$56,499.00	-\$56,032.93	-\$466.07	99%	
96 - CHARGES FOR SERVICES	-\$56,499.00	-\$56,032.93	-\$466.07	99%	
REVENUE ACCOUNTS	-\$56,499.00	-\$56,930.93	\$431.93	101%	
Total		-\$431.93	\$431.93	0%	

Commitment Item	Budget	Actual-GL	Available	Consumed	Comments
50598000 OPERATING TRANS OUT	\$83,080.00	\$83,080.00	\$0.00	100%	
50 - INTERFUND CHARGES	\$83,080.00	\$83,080.00	\$0.00	100%	
EXPENDITURE ACCOUNTS	\$83,080.00	\$83,080.00	\$0.00	100%	
94941000 INTEREST INCOME	\$0.00	-\$1,966.00	\$1,966.00	0	
94 - REVENUE FROM USE OF MONEY AND PROP	\$0.00	-\$1,966.00	\$1,966.00	0	
96960300 SPECIAL ASSESMENT	-\$83,080.00	-\$100,094.35	\$17,014.35	120%	
96 - CHARGES FOR SERVICES	-\$83,080.00	-\$100,094.35	\$17,014.35	120%	
REVENUE ACCOUNTS	-\$83,080.00	-\$102,060.35	\$18,980.35	123%	
Total		-\$18,980.35	\$18,980.35	0	

FAIR OAKS RECREATION AND PARK DISTRICT
MEASURE J - COMMITMENT REPORT

FY 24
Period 12

Vendor	Project	Original Amount	Change Orders	Revised Amount	Paid	Balance	Notes
ARC Document Solutions	All Projects	\$ 8,000.00	\$ (8,000.00)		\$ 21,679.28	\$ -	
BOBO Construction	All Projects	\$ 21,750,000.00	\$ -	\$ 21,750,000.00	\$ 15,794,661.41	\$ 5,955,338.59	
ICS	All Projects	\$ 1,100,000.00	\$ -	\$ 1,100,000.00	\$ 870,913.75	\$ 229,086.25	
Verde Design	Jim Streng Park	\$ 70,350.00	\$ 3,000.00	\$ 73,350.00	\$ 73,350.00	\$ -	Paused
Warren Consulting Engineers, Inc	Jim Streng Park	\$ 5,000.00	\$ 7,300.00	\$ 12,300.00	\$ 11,800.00		Paused
Mid Pacific Engineering	Jim Streng Park	\$ 3,850.00	\$ 6,621.00	\$ 10,471.00	\$ 6,838.50		Paused
Playcore Wisconsin Inc. DBA Gam	Jim Streng Park	\$ 147,910.21	\$ 6,842.00	\$ 154,752.21	\$ 154,752.21	\$ -	Paused
Safe 2 Play Playground Safety Ins	Jim Streng Park	\$ 825.00	\$ -	\$ 825.00	\$ 825.00	\$ -	Paused
Olympic Land Construction	Jim Streng Park	\$ 678,100.00	\$ (19,332.00)	\$ 658,768.00	\$ 658,768.00	\$ -	Paused
Verde Design	Phoenix Park Improvements	\$ 438,250.00	\$ -	\$ 438,250.00	\$ 111,537.37		Paused
AECOM	Phoenix Park Improvements	\$ 69,943.00	\$ -	\$ 69,943.00	\$ -		Paused
Mid Pacific Engineering	Phoenix Park Improvements	\$ 9,600.00	\$ -	\$ 9,600.00	\$ 7,300.50		Paused
PARC Specialty Contractors	Village Park	\$ 134,700.00	\$ -	\$ 134,700.00	\$ 6,735.00		closed per ICS
Callander Associates Landscape A	Village Park	\$ 572,385.00	\$ 433,906.50	\$ 1,006,291.50	\$ 922,779.79	\$ 83,511.71	
CTA Engineering & Surveying	Village Park	\$ 20,500.00	\$ 4,448.13	\$ 24,948.13	\$ 24,948.13	\$ -	
Mid Pacific Engineering	Village Park	\$ 9,150.00	\$ 172,711.45	\$ 181,861.45	\$ 125,721.05	\$ 56,140.40	
Entek Consulting Group	Village Park	\$ 3,650.00	\$ 2,520.00	\$ 6,170.00	\$ 6,170.00	\$ -	
LSA Associates	Village Park	\$ 9,405.00	\$ (1,980.00)	\$ 7,425.00	\$ 7,425.50	\$ (0.50)	
AECOM	Village Park	\$ 61,853.00	\$ 7,871.20	\$ 69,724.20	\$ 69,724.20	\$ -	
Bennett Engineering	Village Park	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	
Interwest Consulting	Village Park	\$ 11,190.00	\$ -	\$ 11,190.00	\$ 5,502.50		closed per ICS
Entek Consulting Group	Village Park - Clubhouse	\$ 5,115.00	\$ 26,990.00	\$ 32,105.00	\$ 25,110.00	\$ 6,995.00	
WMB Architects	Village Park - Clubhouse	\$ 180,330.00	\$ 78,626.00	\$ 258,956.00	\$ 208,414.92	\$ 50,541.08	
KMM Services Inc	Village Park - Clubhouse	\$ 10,650.00	\$ 54,440.00	\$ 65,090.00	\$ 51,460.00	\$ 13,630.00	
WMB Architects	Village Park-Amphitheatre	\$ 534,780.00	\$ 245,053.00	\$ 779,833.00	\$ 649,291.02	\$ 130,541.98	
L&M Fence Rental	Village Park-Amphitheatre	\$ 3,200.00	\$ 1,572.50	\$ 4,772.50	\$ 4,772.50	\$ -	
Total		\$ 25,846,736.21	\$ 1,022,589.78	\$ 26,869,325.99	\$ 19,828,480.63	\$ 6,525,784.51	



Description	5/15/2024	6/19/2024	7/19/2024	Notes
Substantial Compl Date - V1 (Site - Village & Plaza)	8/30/2024	11/7/2024	12/31/2024	
Substantial Compl Date -V2 (Amphitheater)	11/8/2024	12/4/2024	12/13/2024	
Substantial Compl Date - V3 (Clubhouse)	8/27/2024	10/14/2024	10/14/2024	
Project Substantial Completion Date (SCD)	11/8/2024	12/4/2024	12/31/2024	
Full Project Completion Date (Closeout)	3/20/2024	4/10/2025	5/6/2025	



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar	
1	1	Village Park Renovation	764 days	Wed 5/4/22	Tue 5/6/25	83%																	
2	2	Substantial Completion	674 days	Wed 5/4/22	Tue 12/31/24	84%																	
3	3	Project Administration	0 days	Mon 6/20/22	Mon 6/20/22	100%																	
4	4	Notice to Proceed	0 days	Mon 6/20/22	Mon 6/20/22	100%																	
5	5	V1 - Site Improvements	641 days	Mon 6/20/22	Tue 12/31/24	89%																	
6	6	Setup Site Fencing	5 days	Mon 6/20/22	Fri 6/24/22	100%																	
7	7	SWPPP	220 days	Mon 3/20/23	Wed 1/31/24	100%																	
15	15	Establish Survey Control	1 day	Mon 6/27/22	Mon 6/27/22	100%																	
16	16	Temp Construction Entrance	1 day	Tue 6/28/22	Tue 6/28/22	100%																	
17	17	StakeDemolition/Clearing Limits	1 day	Wed 6/29/22	Wed 6/29/22	100%																	
18	18	Obtain Meter for Construction Water	1 day	Thu 6/30/22	Thu 6/30/22	100%																	
19	19	Clear and Grub	6 days	Fri 7/1/22	Fri 7/8/22	100%																	
20	20	Tree Identification	1 day	Mon 7/11/22	Mon 7/11/22	100%																	
21	21	Set Tree Protection Fencing	2 days	Wed 6/29/22	Thu 6/30/22	100%																	
22	22	Place Arbor Mulch at TPZs	2 days	Fri 7/1/22	Mon 7/4/22	100%																	
23	23	Utility Shutoff Investigation/Procedurs	2 days	Tue 7/5/22	Wed 7/6/22	100%																	
24	24	Electrical Investigation/Safe-Off	3 days	Thu 7/7/22	Mon 7/11/22	100%																	
25	25	Identify/Remove Owner Salvaged Items	1 day	Tue 7/12/22	Tue 7/12/22	100%																	
26	26	Remove Irrigation Equipment	2 days	Wed 7/13/22	Thu 7/14/22	100%																	
27	27	Site Cameras - Layout & Install	1 day	Fri 7/15/22	Fri 7/15/22	100%																	
28	28	FOWD Work Begin (by Others)	35 days	Mon 7/18/22	Fri 9/2/22	100%																	
29	29	Site Demolition	15 days	Mon 7/11/22	Wed 8/28/24	82%																	
30	30	Wait for SMUD Meeting	49 days	Mon 6/20/22	Thu 8/25/22	100%																	
31	31	SMUD Site Meeting	0 days	Thu 8/25/22	Thu 8/25/22	100%																	
32	32	Site Lighting	510.45 days	Sun 7/10/22	Tue 7/16/24	95%																	
33	33	Site Lighting North	3 days	Sun 2/25/24	Tue 7/16/24	85%																	
34	34	Site Lighting East	3 days	Sun 7/10/22	Thu 2/29/24	100%																	
35	35	Site Lighting South	3 days	Wed 9/7/22	Tue 3/5/24	100%																	
36	36	Site Lighting West	3 days	Mon 9/12/22	Thu 3/7/24	100%																	
37	37	Site Lighting Center	3 days	Thu 10/19/23	Tue 7/16/24	90%																	
38	38	V1 ASI 003 Lighting at Flagpole	417.5 days	Mon 10/3/22	Wed 5/29/24	70%																	
42	42	Dig UG for SMUD Transformer on Park Dr	5 days	Fri 8/26/22	Thu 9/1/22	100%																	
43	43	Primary Power Fair Oaks N/S	3 days	Fri 9/2/22	Wed 9/7/22	100%																	
44	44	ASI SMUD Primary Power	556 days	Thu 9/8/22	Mon 11/18/24	82%																	
45	45	ASI 011 SMUD Primary Power (Revised)	83 days	Wed 10/19/22	Wed 2/15/23	100%																	
46	46	ASI 011.1 SMUD Primary Power (Revised)	51 days	Thu 2/16/23	Fri 4/28/23	100%																	
47	47	ASI 011.2 SMUD Primary Power (Revised)	19 days	Mon 5/1/23	Thu 5/25/23	100%																	
48	48	ASI 011.3 SMUD Primary Power (Revised)	52 days	Fri 5/26/23	Wed 8/9/23	100%																	



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar	
49	49	SMUD Primary Power	556 days	Thu 9/8/22	Mon 11/18/24	70%																	
50	50	V1 ASI 011.4	0 days	Wed 8/9/23	Wed 8/9/23	100%																	
51	51	PCO 117 Approval (T&M)	15 days	Wed 8/16/23	Wed 9/6/23	100%																	
52	52	V1 ASI 011.4 SMUD (T&M)	556 days	Thu 9/8/22	Mon 11/18/24	69%																	
53	53	Pothole Exploration (Layout)	1 day	Thu 8/3/23	Thu 8/3/23	100%																	
54	54	Conduit Trench/Excavation	1 day	Fri 8/4/23	Fri 8/4/23	100%																	
55	55	Conduit Boring	1 day	Mon 8/7/23	Tue 8/8/23	100%																	
56	56	V1 ASI 024 Wall & Pad Changes	466 days	Thu 9/8/22	Thu 7/11/24	100%																	
57	57	V1 ASI 024	0 days	Tue 11/7/23	Tue 11/7/23	100%																	
58	58	SMUD Comitment Drawings	10 days	Tue 11/7/23	Mon 11/20/23	100%																	
59	59	PCO Review/Approval (T&M)	0 days	Fri 12/1/23	Fri 12/1/23	100%																	
60	60	ASI 024 (PCO#000) T&M	466 days	Thu 9/8/22	Thu 7/11/24	100%																	
61	61	Survey	1 day	Thu 9/8/22	Thu 9/8/22	100%																	
62	62	Earthwork	10 days	Mon 12/11/23	Thu 7/11/24	100%																	
63	63	Concrete	10 days	Mon 3/18/24	Mon 4/1/24	100%																	
64	64	Electrical	5 days	Wed 4/10/24	Wed 4/17/24	100%																	
65	65	Pull box install	28.5 days	Thu 7/27/23	Tue 9/12/23	100%																	
66	66	Transformer Pad	7 days	Mon 4/1/24	Tue 4/9/24	100%																	
67	67	SMUD Inspection	181 days	Tue 10/3/23	Thu 6/20/24	0%																	
68	68	Inspection #1 - Pull Box	0 days	Tue 10/3/23	Tue 10/3/23	100%																	
69	69	Inspection #2 - Pull Box (Site Meeting)	0 days	Mon 11/6/23	Mon 11/6/23	100%																	
70	70	Inspection #3 - Wire Pull	0 days	Mon 4/15/24	Mon 4/15/24	100%																	
71	71	Inspection #4 - Transformer	0 days	Thu 6/20/24	Thu 6/20/24	0%																	
72	72	SMUD By-Pass	75 days	Tue 11/14/23	Tue 3/5/24	100%																	
73	73	Utility Excavation/Exploration	7 days	Tue 11/14/23	Wed 11/22/23	100%																	
74	74	SMUD Inspection/Asbuilt	0 days	Wed 11/22/23	Wed 11/22/23	100%																	
75	75	SMUD Scheduling (Construction Deviations)	67 days	Tue 11/28/23	Tue 3/5/24	100%																	
76	76	Pit backfill (SAND)	1 day	Mon 1/8/24	Mon 1/8/24	100%																	
77	77	Pit Reopen	1 day	Mon 3/4/24	Mon 3/4/24	100%																	
78	78	SMUD Wire Pull/Transformer	1 day	Tue 3/5/24	Tue 3/5/24	100%																	
79	79	Transformer Power Switch	60 days	Tue 4/16/24	Wed 7/10/24	100%																	
80	80	4 Week Schedule	20 days	Tue 4/16/24	Mon 5/13/24	100%																	
81	81	SMUD Work	2 days	Tue 5/14/24	Wed 5/15/24	100%																	
82	82	PCO #177 RFI#44 V3 Gas Bond	22 days	Wed 6/5/24	Fri 7/5/24	100%																	
83	83	Final Inspection (Green Tag)	3 days	Fri 7/5/24	Wed 7/10/24	100%																	
84	84	SMUD Construction Schedule	3 days	Mon 7/8/24	Wed 7/10/24	100%																	
85	85	SMUD - Turn On Transform Power	0 days	Wed 7/10/24	Wed 7/10/24	100%																	
86	86	SMUD Primary Power Community Center	105 days	Thu 6/20/24	Mon 11/18/24	0%																	



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar	
87	87	V2 Transformer Pad SMUD Inspection	0 days	Thu 6/20/24	Thu 6/20/24	100%																	
88	88	4 Week Schedule	0 days	Tue 7/9/24	Tue 7/9/24	100%																	
89	89	SMUD Work - Transformer Install	0 days	Tue 7/9/24	Tue 7/9/24	100%																	
90	90	90 day SMUD Construction Schedule	90 days	Wed 7/10/24	Thu 11/14/24	0%																	
91	91	SMUD Work - Wire Pull	2 days	Fri 11/15/24	Mon 11/18/24	0%																	
92	92	Install secondary conduits	28 days	Fri 5/31/24	Tue 12/31/24	60%																	
93	93	Note 2 Trench for Power Ped	1.95 days	Thu 11/17/22	Mon 3/4/24	100%																	
94	94	Trench for Irrigation Controller Conduits	3 days	Tue 5/30/23	Mon 8/5/24	80%																	
95	95	Dig and install cement pull boxes	2.1 days	Tue 8/1/23	Tue 3/12/24	100%																	
96	96	Dig & Install (F) EV UG Vault	0.85 days	Fri 7/7/23	Wed 3/13/24	100%																	
97	97	Trench to PP for GFCI and (F) EV pull box	2.76 days	Mon 7/3/23	Fri 3/15/24	100%																	
98	98	V1 ASI 17 EV Charging Station	379 days	Tue 3/14/23	Tue 9/10/24	81%																	
99	99	V1 ASI 017	0 days	Tue 3/14/23	Tue 3/14/23	100%																	
100	100	PCO#103 Submittal Review	0 days	Tue 10/3/23	Tue 10/3/23	100%																	
101	101	County Approval - CALA Review	159 days	Thu 10/19/23	Thu 6/6/24	100%																	
102	102	V1 ASI 030	0 days	Thu 6/6/24	Thu 6/6/24	100%																	
103	103	Price/Review PCO ASI 030	20 days	Sun 8/4/24	Fri 8/30/24	0%																	
104	104	County Permit Drawing 2nd Review	40 days	Fri 6/7/24	Fri 8/2/24	60%																	
105	105	Perform Scope PCO#103/ ASI 030	6 days	Tue 9/3/24	Tue 9/10/24	0%																	
106	106	Relocate SMUD vaults	5.2 days	Fri 6/9/23	Fri 6/21/24	100%																	
107	107	Rove UG Conductors	0 days	Thu 7/14/22	Thu 7/14/22	100%																	
108	108	USA/Pothole	5 days	Mon 8/15/22	Fri 8/19/22	100%																	
109	109	Survey/Layout @ Band East	179 days	Mon 8/22/22	Thu 5/4/23	100%																	
110	110	Rough Grade @ Band East	74 days	Mon 8/15/22	Fri 8/18/23	100%																	
111	111	Utilities @ Band East	62 days	Thu 3/16/23	Wed 8/2/23	100%																	
112	112	RFI 128 Elevation and Direction Sewerline Changes	16 days	Mon 11/28/22	Mon 12/19/22	100%																	
114	114	ASI 005 Utility Changes	5 days	Wed 6/21/23	Tue 6/27/23	100%																	
115	115	Hydraway	132 days	Tue 3/14/23	Tue 9/19/23	100%																	
119	119	ASI 008 Hydraway	156 days	Wed 9/21/22	Tue 5/2/23	100%																	
123	123	Grading, Fire Service, and Water Meter Changes	187 days	Thu 3/30/23	Fri 12/22/23	100%																	
127	127	Base @ Band East	5 days	Wed 5/3/23	Thu 9/12/24	71%																	
128	128	Bandshell/Playground Design Review	564 days	Mon 6/20/22	Mon 9/9/24	93%																	
129	129	Field Design Review w/County Inspector	494 days	Mon 6/20/22	Thu 5/30/24	100%																	
130	130	County Review - Permit Set	45 days	Fri 5/31/24	Fri 8/2/24	65%																	
131	131	New ASI#	5 days	Mon 8/5/24	Fri 8/9/24	0%																	
132	132	PCO Pricing/Review	10 days	Mon 8/12/24	Fri 8/23/24	0%																	



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar	
133	133	ASI Construction	10 days	Mon 8/26/24	Mon 9/9/24	0%																	
134	134	Bandshell Changes	315.4 days	Wed 7/5/23	Wed 10/2/24	47%																	
135	135	ASI 20 (Revised)	0 days	Wed 7/5/23	Wed 7/5/23	100%																	
136	136	ASI 20.1 (Revised)	0 days	Mon 7/17/23	Mon 7/17/23	100%																	
137	137	RFI#319 - Raised Planter	13 days	Tue 8/8/23	Thu 8/24/23	100%																	
138	138	ASI 20.2 Bandshell Changes	0 days	Wed 8/23/23	Wed 8/23/23	100%																	
139	139	PCO 130 SCOPE	242.4 days	Tue 10/17/23	Wed 10/2/24	9%																	
140	140	Demo (Approval Only)	1 day	Tue 10/17/23	Tue 10/17/23	100%																	
141	141	Earthwork (T&M)	2 days	Mon 12/11/23	Wed 9/11/24	30%																	
142	142	Concrete (Pending Aproval)	10 days	Wed 9/11/24	Wed 9/25/24	0%																	
143	143	Landscaping (Pending Aproval)	5 days	Wed 9/25/24	Wed 10/2/24	0%																	
144	144	Fencing, Turf, and Irrigation Changes	445.4 days	Tue 1/3/23	Mon 10/7/24	0%																	
145	145	ASI 015	0 days	Tue 1/3/23	Tue 1/3/23	100%																	
146	146	PCO 082 (APPROVED)	0 days	Mon 4/24/23	Mon 4/24/23	100%																	
147	147	PCO 082 SCOPE	3 days	Wed 10/2/24	Mon 10/7/24	0%																	
148	148	Survey/Layout @ West Area	65 days	Fri 3/3/23	Fri 6/2/23	100%																	
149	149	Rough Grade @ West Area	111.72 days	Thu 8/10/23	Fri 8/16/24	95%																	
150	150	Utilities @ West Area	69 days	Fri 7/14/23	Fri 12/22/23	100%																	
151	151	Base @ West Area	10 days	Mon 7/24/23	Tue 9/3/24	95%																	
152	152	V1 ASI 010 Turf and Pilaster	375.5 days	Tue 3/28/23	Thu 9/19/24	95%																	
153	153	PCO 034 Turf and Pilaster (Approved)	239 days	Tue 3/28/23	Thu 3/7/24	100%																	
154	154	PCO 034 Turf and Pilaster - Scope	12 days	Tue 9/3/24	Thu 9/19/24	0%																	
155	155	Retaining Wall Modificationa	332 days	Wed 4/19/23	Fri 8/9/24	17%																	
156	156	Retaining Wall Modificationa (Revised)	1 day	Wed 4/19/23	Wed 4/19/23	100%																	
157	157	V1 ASI 001.1 Changes (Approved)	1 day	Mon 6/12/23	Mon 6/12/23	100%																	
158	158	V1 ASI 001.1 Changes - Scope	10 days	Mon 7/29/24	Fri 8/9/24	0%																	
159	159	Courtyard Pavers	15 days	Wed 10/11/23	Thu 8/22/24	100%																	
160	160	Survey/Layout @ South Areas	10 days	Sat 8/19/23	Wed 9/4/24	94%																	
161	161	Water Leak Structural Repairs	114 days	Fri 4/21/23	Mon 10/2/23	100%																	
165	165	Rough Grade @ South Areas	8 days	Thu 8/24/23	Thu 9/5/24	82%																	
166	166	Low Voltage, Concrete, & Grading	98 days	Tue 6/6/23	Mon 10/23/23	100%																	
167	167	ASI 13.1	0 days	Tue 6/6/23	Tue 6/6/23	100%																	
168	168	PCO 069.3	6 days	Mon 10/16/23	Mon 10/23/23	100%																	
169	169	AT&T Conduit 4"	6 days	Mon 10/16/23	Mon 10/23/23	100%																	
170	170	Utilities @ South Areas	0 days	Wed 2/8/23	Wed 2/8/23	100%																	
171	171	V1 ASI 013	143 days	Mon 3/13/23	Mon 10/2/23	100%																	
172	172	PCO #070	143 days	Mon 3/13/23	Mon 10/2/23	100%																	
173	173	Owner Review	20 days	Mon 3/13/23	Fri 4/7/23	100%																	



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar		
174	174	Add 2" Conduits for CATV ASI 22	1 day	Mon 10/2/23	Mon 10/2/23	100%																		
175	175	CATV Boring	1 day	Mon 10/2/23	Mon 10/2/23	100%																		
176	176	Base @ South Areas	4 days	Thu 6/1/23	Mon 9/9/24	50%																		
177	177	Transfer Dirt to Community Center Pad	10 days	Mon 8/15/22	Fri 8/26/22	100%																		
178	178	PCC Retaining Wall	28 days	Tue 9/6/22	Thu 10/13/22	100%																		
179	179	PCC Footing at CMU Retaining Wall	31 days	Wed 8/31/22	Thu 10/13/22	100%																		
180	180	Band East CMU Retaining Walls	20 days	Fri 10/21/22	Thu 11/17/22	100%																		
181	181	Backfill CMU Retaining Wall	3 days	Mon 11/21/22	Wed 11/23/22	100%																		
182	182	Set Oil Sand Seperator	8 days	Mon 1/30/23	Wed 2/8/23	100%																		
183	183	Trash Enclosure CMU	81 days	Wed 4/19/23	Fri 8/11/23	100%																		
184	184	PCC Footing at CMU Seatwall/Pilasters	20 days	Fri 10/21/22	Thu 11/17/22	100%																		
185	185	ASI 007 Clubhouse Stair Changes	199 days	Tue 9/13/22	Fri 6/23/23	100%																		
186	186	ASI 007	0 days	Tue 9/13/22	Tue 9/13/22	100%																		
187	187	PCO 041.1 (Approved)	0 days	Sun 3/12/23	Sun 3/12/23	100%																		
188	188	PCO 041.1 SCOPE	7 days	Thu 6/15/23	Fri 6/23/23	100%																		
189	189	Trellis Footings and CIP Columns	20 days	Wed 11/23/22	Thu 12/22/22	100%																		
190	190	PCC Stairs	12 days	Wed 7/5/23	Thu 1/25/24	100%																		
191	191	Reinstall Trellis	3 days	Mon 6/5/23	Wed 6/7/23	100%																		
192	192	At&T Utiliy Locate - California	44 days	Mon 5/13/24	Mon 7/15/24	91%																		
193	193	AT& Conduit Locate	20 days	Mon 5/13/24	Mon 6/10/24	100%																		
194	194	T&M AT&T Conduit Reroute	3 days	Thu 7/11/24	Mon 7/15/24	30%																		
195	195	PCC Ramps at Curb Edge	9 days	Fri 6/30/23	Tue 7/16/24	80%																		
196	196	Market Light Pole Footings	13 days	Mon 9/11/23	Wed 9/27/23	100%																		
197	197	Set Market Light Poles	2 days	Wed 10/9/24	Fri 10/11/24	0%																		
198	198	PCC Footing at Flagpole	2 days	Thu 9/5/24	Mon 9/9/24	0%																		
199	199	Relocate Flagpole	3 days	Mon 9/9/24	Thu 9/12/24	0%																		
200	200	Type 2 Curb & Gutter	6 days	Tue 6/6/23	Tue 9/10/24	80%																		
201	201	Type 3, 5 & D-4 Curbs	9 days	Tue 6/13/23	Wed 9/11/24	87%																		
202	202	Type A Driveway	2 days	Wed 6/14/23	Thu 9/12/24	100%																		
203	203	Play Area Curb	4 days	Thu 9/12/24	Wed 9/18/24	100%																		
204	204	Terraced PCC Seatwall (Add Alt #1)	7 days	Wed 9/18/24	Fri 9/27/24	100%																		
205	205	PCC Footing & Pedestal at Monument Sign	0 days	Thu 6/22/23	Thu 6/22/23	100%																		
206	206	Mowband	323.6 days	Mon 6/26/23	Fri 10/4/24	85%																		
207	207	Mowband East	2 days	Mon 6/26/23	Wed 10/2/24	70%																		
208	208	Mowband South	2 days	Mon 6/26/23	Fri 10/4/24	61%																		
209	209	Mowband Club House	1 day	Fri 9/13/24	Mon 9/16/24	100%																		
210	210	Mowband West	4 days	Thu 11/2/23	Tue 9/17/24	100%																		
211	211	4" PCC Paving	322.1 days	Mon 7/3/23	Thu 10/10/24	78%																		



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar	
212	212	4" PCC Paving North	8 days	Thu 7/27/23	Wed 9/18/24	80%																	
213	213	4" PCC Paving East	8 days	Mon 7/3/23	Fri 10/4/24	80%																	
214	214	4" PCC Paving South	8 days	Mon 7/17/23	Tue 10/8/24	75%																	
215	215	4" PCC Paving West	6 days	Fri 8/4/23	Thu 10/10/24	75%																	
216	216	Monument Sign Cobble	0 days	Fri 6/7/24	Fri 6/7/24	100%																	
217	217	Set Relocated Monument Sign	1 day	Fri 8/18/23	Fri 8/18/23	100%																	
218	218	Irrigation Main Lines	237.18 days	Mon 10/16/23	Tue 9/24/24	60%																	
219	219	Irrigation Mainlines East	5 days	Mon 9/9/24	Mon 9/16/24	60%																	
220	220	Irrigation Mainlines Center	5 days	Mon 10/16/23	Wed 9/18/24	60%																	
221	221	Irrigation Mainlines West	5 days	Tue 9/17/24	Tue 9/24/24	60%																	
222	222	Irrigation Laterals	243.43 days	Mon 10/23/23	Wed 10/9/24	60%																	
223	223	Irrigation Laterals East	5 days	Tue 9/24/24	Tue 10/1/24	60%																	
224	224	Irrigation Laterals Center	5 days	Mon 10/23/23	Thu 10/3/24	60%																	
225	225	Irrigation Laterals West	5 days	Wed 10/2/24	Wed 10/9/24	60%																	
226	226	Restroom Building Submittal Approval	120 days	Fri 8/5/22	Wed 1/25/23	100%																	
227	227	Restroom Building Procurement	74 days	Fri 12/2/22	Wed 5/10/23	100%																	
228	228	Restroom Building Pad Prep	0 days	Mon 4/10/23	Mon 4/10/23	100%																	
229	229	Restroom Building Install Prep	3 days	Thu 4/13/23	Mon 4/17/23	100%																	
230	230	Restroom Building Set	1 day	Thu 5/18/23	Thu 5/18/23	100%																	
231	231	Restroom Building Tie-in	0 days	Fri 5/12/23	Tue 5/16/23	100%																	
232	232	Refinish Bandshell	10 days	Wed 10/2/24	Wed 10/16/24	0%																	
233	233	Late Site Improvement start	1 day	Wed 10/9/24	Thu 10/10/24	0%																	
234	234	Grass Pave	5 days	Thu 10/10/24	Thu 10/17/24	0%																	
235	235	GrassPave East	1 day	Thu 10/10/24	Fri 10/11/24	0%																	
236	236	GrassPave Center	2 days	Fri 10/11/24	Tue 10/15/24	0%																	
237	237	GrassPave West	2 days	Tue 10/15/24	Thu 10/17/24	0%																	
238	238	Planting	15 days	Thu 10/17/24	Thu 11/7/24	0%																	
239	239	Planting East	5 days	Thu 10/17/24	Thu 10/24/24	0%																	
240	240	Planting Center	5 days	Thu 10/24/24	Thu 10/31/24	0%																	
241	241	Planting West	5 days	Thu 10/31/24	Thu 11/7/24	0%																	
242	242	Site Furnishings Install	10 days	Thu 10/10/24	Thu 10/24/24	0%																	
243	243	Site Furnishings Install (East)	5 days	Thu 10/10/24	Thu 10/17/24	0%																	
244	244	Site Furnishings Install (West)	5 days	Thu 10/17/24	Thu 10/24/24	0%																	
245	245	Set Precast Benches	112 days	Fri 11/10/23	Wed 4/24/24	100%																	
246	246	Set Precast Benches (South)	0 days	Wed 4/24/24	Wed 4/24/24	100%																	
247	247	Set Precast Benches (West)	0 days	Wed 4/24/24	Wed 4/24/24	100%																	
248	248	Procure Precast Slide (Owner) ESD	40 days	Fri 11/10/23	Thu 1/11/24	100%																	
249	249	V1 ASI 027 - Playground Site Changes	167 days	Mon 1/22/24	Mon 9/16/24	83%																	



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar	
250	250	ASI Review	5 days	Mon 1/22/24	Fri 1/26/24	100%																	
251	251	Pricing (Void)	36.5 days	Mon 1/29/24	Wed 3/20/24	100%																	
252	252	Design Changes (ASI Pending)	20 days	Wed 3/20/24	Wed 4/17/24	100%																	
253	253	ASI### Pricing (PCO#)	10 days	Wed 4/17/24	Wed 5/1/24	100%																	
254	254	Perforem PCO ## Scope	15 days	Mon 8/26/24	Mon 9/16/24	0%																	
255	255	Install Owner Furnished Playground Equipment	0 days	Thu 10/10/24	Thu 10/10/24	0%																	
256	256	County Footing Design Review & Approval	0 days	Fri 3/10/23	Fri 3/10/23	0%																	
257	257	Shade Structure Install	7 days	Thu 10/10/24	Mon 10/21/24	0%																	
258	258	Fencing	120.43 days	Mon 5/13/24	Thu 10/31/24	50%																	
259	259	Fencing Install (East)	7.5 days	Mon 5/13/24	Mon 10/21/24	70%																	
260	260	Fencing (West)	7.5 days	Mon 5/20/24	Thu 10/31/24	30%																	
261	261	Site Railing	15 days	Thu 10/10/24	Thu 10/31/24	0%																	
262	262	Site Railing Install (East)	5 days	Thu 10/10/24	Thu 10/17/24	0%																	
263	263	Site Railing Install (Center)	5 days	Thu 10/17/24	Thu 10/24/24	0%																	
264	264	Site Railing Install (West)	5 days	Thu 10/24/24	Thu 10/31/24	0%																	
265	265	Onsite Paving	3 days	Thu 10/10/24	Tue 10/15/24	0%																	
266	266	Onsite Paving (North)	1 day	Thu 10/10/24	Fri 10/11/24	0%																	
267	267	Onsite Paving (South)	1 day	Fri 10/11/24	Mon 10/14/24	0%																	
268	268	Onsite Paving (Club House)	1 day	Mon 10/14/24	Tue 10/15/24	0%																	
269	269	AC Design Review	229 days	Thu 11/2/23	Mon 9/30/24	76%																	
270	270	Site Meeting with Sac County and Cala	1 day	Thu 11/2/23	Thu 11/2/23	100%																	
271	271	Road AC/AB Design Review	148 days	Fri 11/3/23	Thu 6/6/24	100%																	
272	272	Site Meeting CALA/SIPPS/DOT	0 days	Thu 6/6/24	Thu 6/6/24	100%																	
273	273	Design Review	30 days	Fri 6/7/24	Fri 7/19/24	80%																	
274	274	Permit Set/ ASI Drawings	0 days	Fri 7/19/24	Fri 7/19/24	0%																	
275	275	PCO Pricing and Review	20 days	Mon 7/22/24	Fri 8/16/24	0%																	
276	276	Construct New PCO Design	30 days	Mon 8/19/24	Mon 9/30/24	0%																	
277	277	Project Road Paving	5 days	Tue 10/15/24	Tue 10/22/24	0%																	
278	278	Striping	5 days	Tue 10/22/24	Tue 10/29/24	0%																	
279	279	Site Striping Club House	2.5 days	Tue 10/22/24	Thu 10/24/24	0%																	
280	280	Site Striping ADA Parking	2.5 days	Thu 10/24/24	Tue 10/29/24	0%																	
281	281	Add Alt 3 - Roadway Grinding (Removed from Scope)	0 days	Tue 10/22/24	Tue 10/22/24	0%																	
282	282	Add Alt 3 - Roadway Prep (Removed from Scope)	0 days	Tue 10/22/24	Tue 10/22/24	0%																	
283	283	Add Alt 3 - Roadway Paving (Removed from Scope)	0 days	Tue 10/22/24	Tue 10/22/24	0%																	
284	284	Add Alt 3 - Roadway Striping (Removed from Scope)	0 days	Tue 10/22/24	Tue 10/22/24	0%																	
285	285	Parking Areas #1	565.43 days	Mon 8/1/22	Wed 10/23/24	87%																	
304	304	Parking Areas #2	282.75 days	Mon 1/2/23	Wed 2/14/24	99%																	
326	326	V2 - Community Center	663 days	Wed 5/4/22	Fri 12/13/24	75%																	



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar			
327	327	Demo Existing CMU Wall To Meter	1 day	Wed 7/27/22	Wed 7/27/22	100%																			
328	328	Investigate Existing Restroom Footing	1 day	Thu 7/28/22	Thu 7/28/22	100%																			
329	329	Geotech Evaluation of Existing Restroom Footing	10 days	Fri 7/29/22	Thu 8/11/22	100%																			
330	330	Wait for SMUD to Pull Meter from Temp Panel	9 days	Thu 7/28/22	Tue 8/9/22	100%																			
331	331	SMUD Pull Meter from Temp Panel	1 day	Wed 8/10/22	Wed 8/10/22	100%																			
332	332	Demo Remaining CMU Wall	1 day	Fri 8/12/22	Fri 8/12/22	100%																			
333	333	Underpin Existing Restroom Footing	17 days	Wed 8/17/22	Fri 9/9/22	100%																			
334	334	Dirt Import	7 days	Thu 9/1/22	Mon 9/12/22	100%																			
335	335	Build up Building Pad	14 days	Mon 8/29/22	Fri 9/16/22	100%																			
336	336	Certify Building Pad	1 day	Fri 9/16/22	Fri 9/16/22	100%																			
337	337	UG Plumbing Layout	2 days	Wed 9/28/22	Thu 9/29/22	100%																			
338	338	Plumbing Excavation	6 days	Fri 9/30/22	Fri 10/7/22	100%																			
339	339	Plumbing UG Pipe Install	5 days	Fri 10/7/22	Thu 10/13/22	100%																			
340	340	Plumbing Test/Inspection	0 days	Wed 10/12/22	Wed 10/12/22	100%																			
341	341	Plumbing Backfill/Compaction	0 days	Fri 10/14/22	Fri 10/14/22	100%																			
342	342	11/1/22 - .42"	4 days	Tue 11/1/22	Fri 11/4/22	100%																			
343	343	11/7, 11/18 - 1.32"	3 days	Mon 11/7/22	Wed 11/9/22	100%																			
344	344	12/1, 12/12 - 4.04"	10 days	Thu 12/1/22	Wed 12/14/22	100%																			
345	345	12/26, 12/31 - 6.07"	4 days	Tue 12/27/22	Fri 12/30/22	100%																			
346	346	1/1/23, 1/20/23 - 6.65"	15 days	Tue 1/3/23	Tue 1/24/23	100%																			
347	347	2/03/23 - 2/28/23 - 2.25"	18 days	Fri 2/3/23	Wed 3/1/23	100%																			
348	348	3/01/23 - 3/16/23 - 3.09"	12 days	Wed 3/1/23	Thu 3/16/23	100%																			
349	349	Underslab Electrical	19 days	Mon 11/21/22	Mon 12/19/22	100%																			
350	350	Foundation	11 days	Tue 9/20/22	Fri 11/4/22	100%																			
351	351	Footing Rebar Changes	8 days	Wed 10/19/22	Fri 10/28/22	100%																			
355	355	Fully Dimensioned Foundation Plan	4 days	Mon 10/24/22	Thu 10/27/22	100%																			
356	356	Stem Curbs/Walls	67 days	Tue 11/15/22	Tue 2/21/23	100%																			
357	357	Slab-on-Grade	67 days	Fri 2/3/23	Tue 5/9/23	100%																			
358	358	RFI 007 - Foundation Changes	64 days	Mon 8/15/22	Fri 11/11/22	100%																			
361	361	Steel Erection	0 days	Tue 3/7/23	Tue 3/7/23	100%																			
362	362	Frame Walls	0 days	Mon 2/27/23	Mon 2/27/23	100%																			
363	363	Shear Walls	0 days	Mon 3/20/23	Mon 3/20/23	100%																			
364	364	Roll Trusses/Joists	0 days	Mon 3/20/23	Mon 3/20/23	100%																			
365	365	Sheet Roof	0 days	Tue 5/2/23	Tue 5/2/23	100%																			
366	366	Door Frame Install	0 days	Tue 5/9/23	Tue 5/9/23	100%																			
367	367	Framing Pick Up	0 days	Tue 5/9/23	Tue 5/9/23	100%																			
368	368	Operable Partition Track Install	3 days	Tue 1/16/24	Thu 1/18/24	100%																			
369	369	Install Trench Drain	2 days	Fri 5/19/23	Mon 5/22/23	100%																			



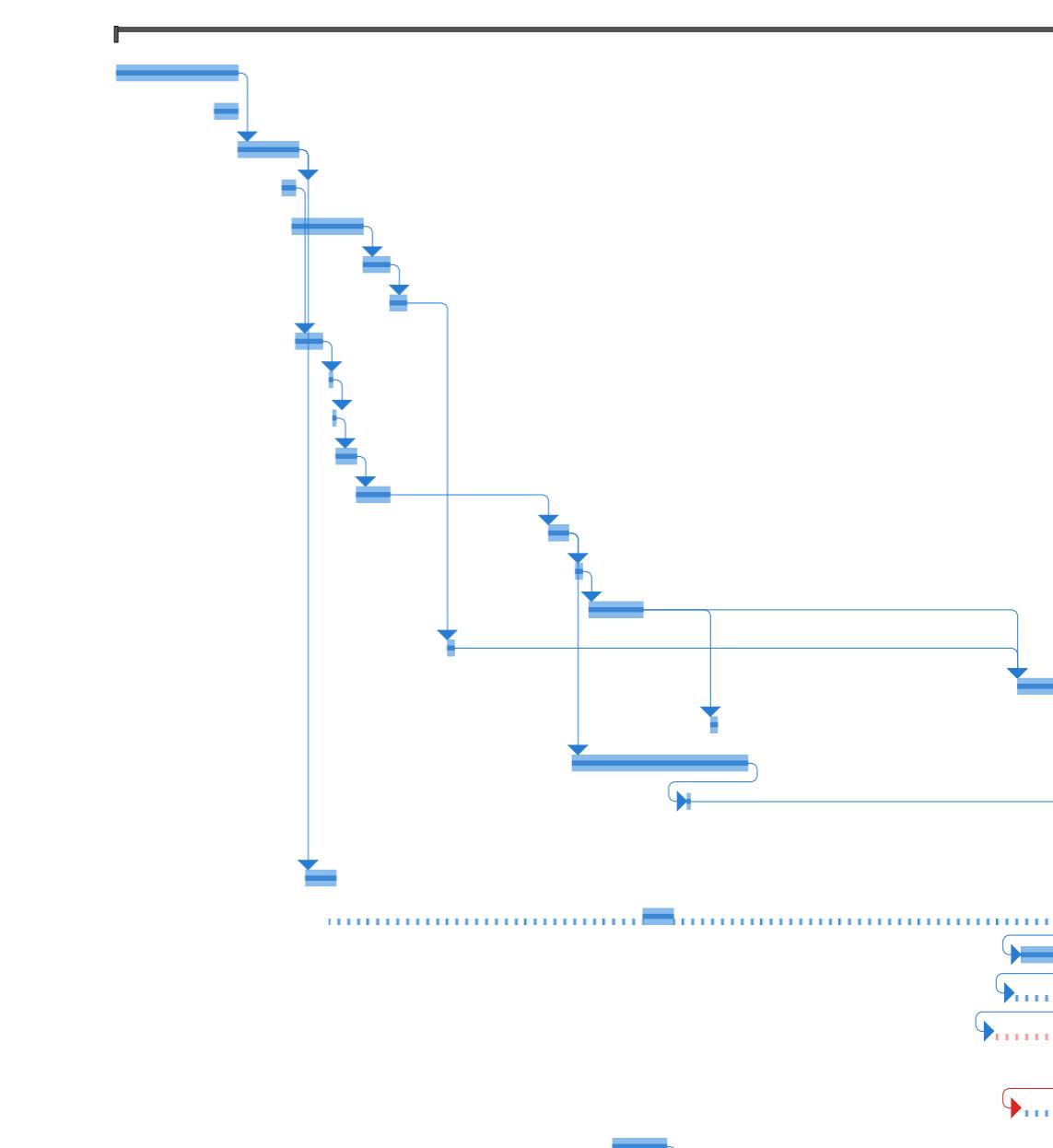
ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar	
370	370	CMU Wall Footing	3 days	Mon 6/10/24	Wed 6/12/24	100%																	
371	371	RFI 452 ADA Issues at Patio Ramp	1 day	Thu 6/27/24	Thu 6/27/24	100%																	
372	372	ASI #V2-18.2_GRADE ELEVATIONS AT PARK PATI	1 day	Tue 7/9/24	Tue 7/9/24	100%																	
373	373	PCO ? - V2 ASI 18.2	10 days	Wed 7/10/24	Tue 7/23/24	20%																	
374	374	CMU Install	8 days	Mon 6/24/24	Tue 7/23/24	75%																	
375	375	Ramp, Curbs & Planter Walls	17 days	Wed 7/24/24	Thu 8/15/24	0%																	
376	376	PCC Stairs	4 days	Fri 8/16/24	Wed 8/21/24	0%																	
377	377	PCC Paving	8 days	Thu 8/22/24	Tue 9/3/24	0%																	
378	378	Railing Install	12 days	Wed 9/4/24	Thu 9/19/24	0%																	
379	379	Hangar Door Footing Pour #1	0 days	Mon 10/31/22	Mon 10/31/22	100%																	
380	380	Hangar Door Footing Pour #2	70 days	Wed 5/31/23	Thu 9/7/23	100%																	
381	381	Hangar Door Install	5 days	Mon 10/16/23	Fri 10/20/23	100%																	
382	382	Fire Sprinkler Rough-in	35 days	Wed 5/3/23	Mon 7/10/23	100%																	
383	383	Plumbing Top Out	0 days	Mon 4/24/23	Mon 4/24/23	100%																	
384	384	Plumbing Top Out Test/Inspection	0 days	Mon 5/8/23	Mon 5/8/23	100%																	
385	385	HVAC Layout	2 days	Tue 5/9/23	Wed 5/17/23	100%																	
386	386	HVAC Hangars/Supports	7 days	Thu 5/18/23	Wed 1/17/24	100%																	
387	387	Rough-in Roof HVAC	7 days	Tue 5/30/23	Tue 1/23/24	100%																	
388	388	HVAC Equipment/Duct Install	30 days	Tue 5/9/23	Fri 1/26/24	100%																	
389	389	Install power to HVAC units	7 days	Fri 7/21/23	Fri 1/26/24	100%																	
390	390	Exterior Weather Barrier and Insulation	84.5 days	Mon 9/25/23	Fri 1/26/24	100%																	
391	391	Stone Veneer Install	10 days	Thu 6/6/24	Wed 6/19/24	100%																	
392	392	Window Install	10 days	Fri 4/28/23	Fri 11/3/23	100%																	
393	393	Stucco	86 days	Wed 9/13/23	Fri 8/23/24	95%																	
394	394	Smoke Hatch Install	13 days	Mon 4/29/24	Wed 5/15/24	100%																	
395	395	Foam Truss Design	539 days	Wed 5/4/22	Mon 6/17/24	100%																	
396	396	New Design	0 days	Tue 4/2/24	Tue 4/2/24	100%																	
397	397	RFI#435	0 days	Wed 5/4/22	Wed 5/4/22	100%																	
398	398	Peform T&M	24 days	Tue 5/14/24	Mon 6/17/24	100%																	
399	399	Roofing	81 days	Mon 8/14/23	Wed 8/14/24	60%																	
400	400	Building Dried In	0 days	Fri 8/23/24	Fri 8/23/24	0%																	
401	401	E 3.1 Rough-In power	66.66 days	Mon 3/27/23	Thu 2/8/24	100%																	
402	402	E 3.1 Rough-In Fire Alarm	4 days	Wed 3/29/23	Thu 2/8/24	100%																	
403	403	E 3.1 Rough-In Data/ Security	18 days	Mon 5/15/23	Tue 6/27/23	100%																	
404	404	E 3.1 Rough-In Power for door/Wheel Chair Lift/	35 days	Mon 5/22/23	Fri 7/28/23	100%																	
405	405	E 3.1 Rough-In 75 KVA & 150 KVA transformers	1 day	Thu 8/31/23	Mon 7/22/24	80%																	
406	406	E 3.1 Rough-In Box Office Panel	2 days	Tue 8/29/23	Mon 7/22/24	80%																	
407	407	E3.1 Rough-In Panel P1, L, HV	4 days	Mon 12/11/23	Fri 12/15/23	100%																	



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar	
408	408	E2.1 Rough-In ceiling/lighting	15 days	Wed 3/29/23	Thu 2/1/24	100%																	
409	409	New Amphitheater Seating	90 days	Mon 6/10/24	Tue 10/15/24	25%																	
410	410	ASI#031 Amphitheater Seating	0 days	Mon 6/10/24	Mon 6/10/24	100%																	
411	411	PCO Pricing & Review	30 days	Mon 6/10/24	Mon 7/22/24	75%																	
412	412	Perform Scope	60 days	Tue 7/23/24	Tue 10/15/24	0%																	
413	413	E2.1 Rough-In Under Seat Lights	4 days	Thu 2/1/24	Wed 2/7/24	10%																	
414	414	E2.1 Rough-In ceiling lighting controls	10 days	Mon 7/3/23	Mon 6/10/24	100%																	
415	415	E3.2 Rough-In power on Production Rigging	15 days	Tue 7/18/23	Wed 7/17/24	85%																	
416	416	Production Rigging/Lighting	15 days	Tue 8/8/23	Mon 8/19/24	61%																	
417	417	Inspection Delays (Fire Caulking)	35 days	Fri 12/15/23	Wed 2/7/24	100%																	
418	418	Inspection Narrative Approval	0 days	Fri 12/15/23	Fri 12/15/23	100%																	
419	419	Fire Caulk Building (T&M)	15 days	Mon 12/18/23	Tue 1/9/24	100%																	
420	420	Final County Inspection	19 days	Thu 1/11/24	Wed 2/7/24	100%																	
421	421	Hang Drywall	0 days	Wed 1/17/24	Mon 2/26/24	100%																	
422	422	Insulation	45 days	Tue 1/16/24	Wed 3/27/24	100%																	
423	423	Tape and Finish Drywall	14 days	Tue 2/27/24	Fri 3/15/24	100%																	
424	424	Paint	20 days	Mon 3/18/24	Fri 7/12/24	90%																	
425	425	FRP	2 days	Mon 7/15/24	Tue 7/16/24	0%																	
426	426	Rollup Door Install	7 days	Mon 4/15/24	Tue 4/23/24	100%																	
427	427	Amphitheater pull conductors & install trim	22 days	Wed 6/26/24	Fri 7/26/24	90%																	
428	428	Amphitheater install sub panels	7 days	Mon 7/29/24	Tue 8/6/24	0%																	
429	429	Amphitheater install lighting fixtures	19 days	Mon 5/27/24	Tue 9/3/24	70%																	
430	430	Operable Partition Panel Install	5 days	Thu 9/5/24	Wed 9/11/24	0%																	
431	431	Stage Floor	10 days	Thu 9/5/24	Wed 9/18/24	0%																	
432	432	Paint Stage Floor	5 days	Thu 9/19/24	Wed 9/25/24	0%																	
433	433	ACT-1 Install	4 days	Wed 4/24/24	Tue 7/16/24	60%																	
434	434	ACT-2 Install	15 days	Wed 4/24/24	Wed 7/24/24	60%																	
435	435	Fire Sprinkler Finish	7 days	Wed 7/24/24	Fri 8/2/24	0%																	
436	436	HVAC Set Finish	5 days	Wed 7/24/24	Wed 7/31/24	0%																	
437	437	HVAC Commissioning	5 days	Wed 8/7/24	Tue 8/13/24	0%																	
438	438	Flooring	15 days	Wed 8/14/24	Wed 9/4/24	0%																	
439	439	Casework Install	5 days	Thu 9/5/24	Wed 9/11/24	0%																	
440	440	Plumbing Finish	6 days	Thu 9/5/24	Thu 9/12/24	0%																	
441	441	Toilet Accessories	5 days	Fri 9/13/24	Thu 9/19/24	0%																	
442	442	AP1,AP2 Install	25 days	Wed 8/14/24	Wed 9/18/24	0%																	
443	443	WP1 Install	12 days	Thu 9/19/24	Fri 10/4/24	0%																	
444	444	Hang Doors	7 days	Wed 10/16/24	Thu 10/24/24	0%																	
445	445	Door Hardware Install	10 days	Fri 10/25/24	Thu 11/7/24	0%																	



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar	
446	446	Signage Install	10 days	Fri 10/25/24	Thu 11/7/24	0%																	
447	447	Fire Alarm Install	15 days	Mon 10/7/24	Fri 10/25/24	0%																	
448	448	AV System Install	20 days	Mon 10/7/24	Fri 11/1/24	0%																	
449	449	Access Control Install	15 days	Fri 11/8/24	Tue 12/3/24	0%																	
450	450	FLS Systems Startup/Testing	5 days	Wed 12/4/24	Tue 12/10/24	0%																	
451	451	Prepunch	2 days	Wed 12/11/24	Thu 12/12/24	0%																	
452	452	Building Occupancy	1 day	Fri 12/13/24	Fri 12/13/24	0%																	
453	453	V2 Complete	0 days	Fri 12/13/24	Fri 12/13/24	0%																	
454	454	V3 - Clubhouse	589 days	Mon 6/20/22	Mon 10/14/24	72%																	
455	455	Receive/Review Correct Hazmat Report	26 days	Mon 6/20/22	Mon 7/25/22	100%																	
456	456	Demo Exterior Items	5 days	Tue 7/19/22	Mon 7/25/22	100%																	
457	457	Abatement	14 days	Tue 7/26/22	Fri 8/12/22	100%																	
458	458	Interior Demo	4 days	Mon 8/8/22	Thu 8/11/22	100%																	
459	459	PCO 011 Stucco Abatement Review	15 days	Thu 8/11/22	Wed 8/31/22	100%																	
460	460	Stucco Abatement	5 days	Thu 9/1/22	Thu 9/8/22	100%																	
461	461	Demo Stucco Abated Areas	3 days	Fri 9/9/22	Tue 9/13/22	100%																	
462	462	Rough Framing Upper Level Restrooms	6 days	Fri 8/12/22	Fri 8/19/22	100%																	
463	463	Plumbing Layout for Sawcut	1 day	Mon 8/22/22	Mon 8/22/22	100%																	
464	464	Saw and Demo Lower Level Restrooms	1 day	Tue 8/23/22	Tue 8/23/22	100%																	
465	465	Plumbing Excavation	4 days	Wed 8/24/22	Mon 8/29/22	100%																	
466	466	Plumbing UG Install	7 days	Tue 8/30/22	Thu 9/8/22	100%																	
467	467	Plumbing Backfill/Compaction	4 days	Wed 10/26/22	Mon 10/31/22	100%																	
468	468	Slab Pourback Lower Level Restroom	2 days	Thu 11/3/22	Fri 11/4/22	100%																	
469	469	Rough Framing Lower Level	12 days	Mon 11/7/22	Tue 11/22/22	100%																	
470	470	Rough Framing Entry and Storage	2 days	Mon 9/26/22	Tue 9/27/22	100%																	
471	471	Set Door Frames	16 days	Tue 3/14/23	Tue 4/4/23	100%																	
472	472	Fire Sprinkler Rough-In	2 days	Tue 12/13/22	Wed 12/14/22	100%																	
473	473	Plumbing Top Out	36 days	Wed 11/2/22	Fri 12/23/22	100%																	
474	474	Plumbing Test and Inspection	1 day	Tue 12/6/22	Tue 12/6/22	100%																	
475	475	Plumbing Trash Enclosure	2 days	Wed 6/21/23	Thu 6/22/23	100%																	
476	476	Clubhouse E0.3 Demo/Investigation	7 days	Mon 8/15/22	Tue 8/23/22	100%																	
477	477	Clubhouse E 3.1 Rough-In Power conduits.	10 days	Mon 8/22/22	Mon 7/22/24	95%																	
478	478	Clubhouse E3.1 Rough-in conduit & pull conduct	10 days	Wed 3/15/23	Tue 3/12/24	100%																	
479	479	Clubhouse E 3.1 Rough-In Data/Security/& Fire /& 8 days	8 days	Mon 3/13/23	Thu 7/18/24	85%																	
480	480	Clubhouse E2.1 Rough-In Lighting/ Lighting Cont	15 days	Tue 3/7/23	Fri 7/19/24	95%																	
481	481	Clubhouse E2.1 Rough-In HVAC conduits	4 days	Wed 4/5/23	Mon 7/22/24	80%																	
482	482	Clubhouse E0.2 Single line	10 days	Wed 3/15/23	Tue 7/23/24	90%																	
483	483	HVAC Layout	10 days	Mon 9/26/22	Tue 11/29/22	100%																	





ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022	Apr	May	Jun	Qtr 3, 2022	Jul	Aug	Sep	Qtr 4, 2022	Oct	Nov	Dec	Qtr 1, 2023	Jan	Feb	Mar	
484	484	HVAC Hangars/Supports	3 days	Wed 11/30/22	Fri 12/2/22	100%																	
485	485	Revise Fence at Utility Yard	0 days	Fri 7/22/22	Fri 7/22/22	100%																	
486	486	V3 ASI 01	0 days	Fri 7/22/22	Fri 7/22/22	100%																	
487	487	HVAC Unit/Duct/Damper Install	19.25 days	Thu 9/29/22	Fri 3/29/24	100%																	
488	488	Hang Drywall	5 days	Tue 1/23/24	Mon 7/22/24	98%																	
489	489	Insulation	2 days	Wed 1/17/24	Fri 1/26/24	100%																	
490	490	Tape and Finish Drywall	10 days	Fri 1/26/24	Tue 4/23/24	100%																	
491	491	Paint	7 days	Mon 7/15/24	Tue 7/23/24	20%																	
492	492	Clubhouse E2.1 Pull conductors install trim	7 days	Wed 7/24/24	Thu 8/1/24	70%																	
493	493	Clubhouse E2.1 Pull conductors and install disco	6 days	Wed 7/24/24	Wed 7/31/24	95%																	
494	494	CT-1	2 days	Wed 7/24/24	Thu 7/25/24	0%																	
495	495	CT-2	20 days	Fri 7/26/24	Thu 8/22/24	0%																	
496	496	Fire Sprinkler Finish	5 days	Fri 7/26/24	Thu 8/1/24	0%																	
497	497	Clubhouse E2.1 Pull conductors install lights	12 days	Fri 8/23/24	Tue 9/10/24	0%																	
498	498	HVAC Finish	2 days	Fri 7/26/24	Mon 7/29/24	0%																	
499	499	HVAC Commissioning	3 days	Thu 8/1/24	Mon 8/5/24	0%																	
500	500	Flooring	10 days	Wed 3/6/24	Mon 8/19/24	80%																	
501	501	Refinish Hall Flooring	7 days	Fri 8/23/24	Tue 9/3/24	0%																	
502	502	SF-1	2 days	Wed 9/4/24	Thu 9/5/24	0%																	
503	503	Add Alt Kitchen Equipment	3 days	Tue 8/20/24	Thu 8/22/24	0%																	
504	504	Plumbing Kitchen	5 days	Fri 8/23/24	Thu 8/29/24	0%																	
505	505	Plumbing Finish	5 days	Fri 8/30/24	Fri 9/6/24	0%																	
506	506	Plumbing Clorination	1 day	Mon 9/9/24	Mon 9/9/24	0%																	
507	507	Plumbing Finish Inspection	1 day	Tue 9/10/24	Tue 9/10/24	0%																	
508	508	Hang Doors	5 days	Wed 9/4/24	Tue 9/10/24	0%																	
509	509	Fire Alarm Finish	15 days	Wed 9/11/24	Tue 10/1/24	0%																	
510	510	Door Hardware Install	10 days	Wed 9/11/24	Tue 9/24/24	0%																	
511	511	Access Control Install	6 days	Wed 9/25/24	Wed 10/2/24	0%																	
512	512	FLS Startup and Testing	5 days	Thu 10/3/24	Wed 10/9/24	0%																	
513	513	Stair, Ramp & Pilaster Footings	8 days	Mon 2/5/24	Wed 2/14/24	100%																	
514	514	CMU Walls	7 days	Tue 5/30/23	Tue 2/20/24	100%																	
515	515	CMU Pilasters	3 days	Wed 5/31/23	Thu 2/22/24	100%																	
516	516	Steel Erection	11.25 days	Wed 11/1/23	Mon 3/4/24	100%																	
517	517	Stucco Patchback	7 days	Mon 7/29/24	Tue 8/6/24	0%																	
518	518	Concrete Ramps	3 days	Thu 2/22/24	Wed 6/26/24	100%																	
519	519	Slab-on-Metal Deck	2 days	Thu 3/7/24	Tue 7/2/24	100%																	
520	520	Fill at Metal Stairs	2 days	Tue 7/2/24	Fri 7/5/24	100%																	
521	521	Entry Stair & Landings (Add Alt #2)	7 days	Fri 7/5/24	Tue 7/16/24	100%																	

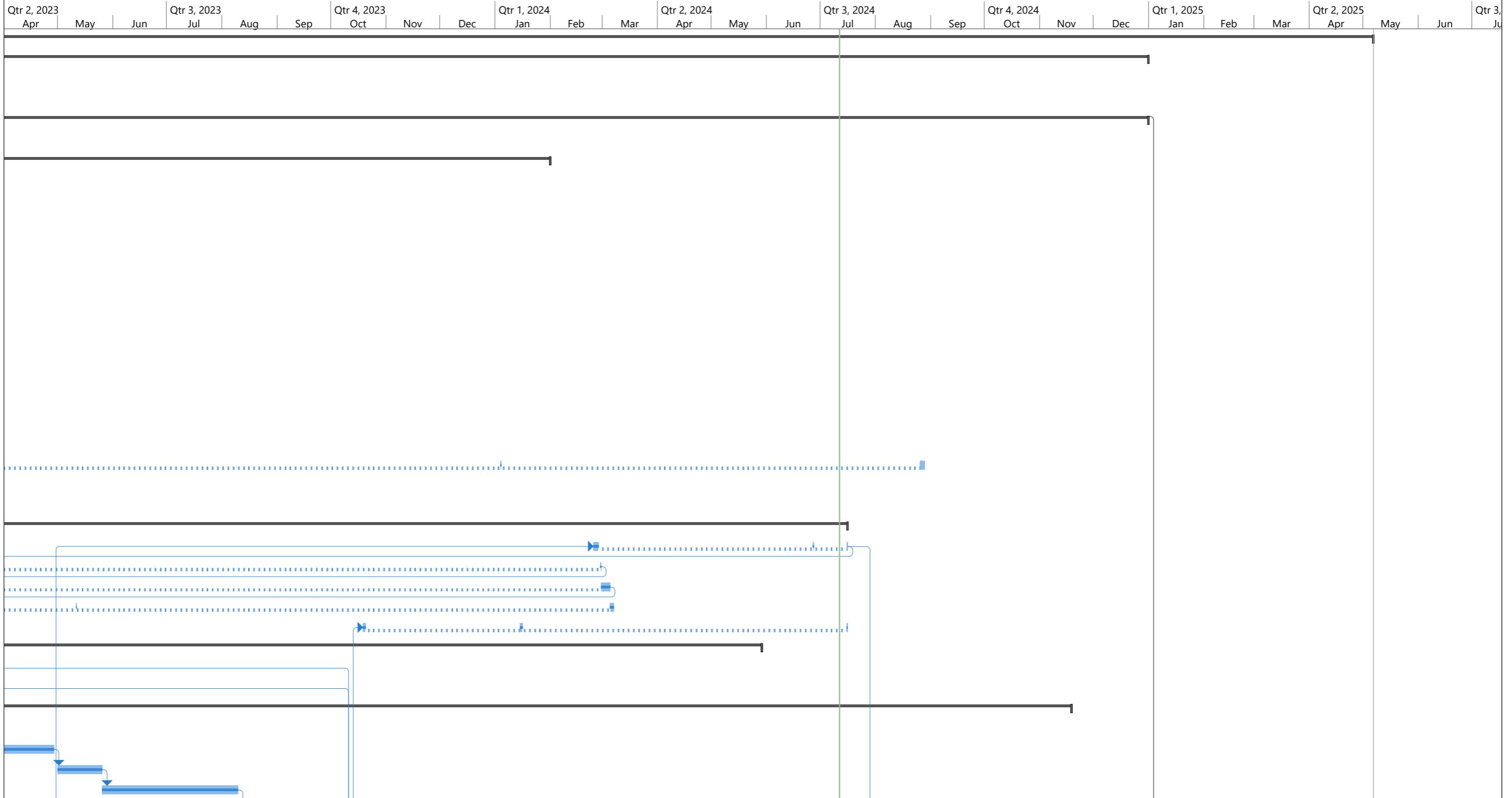


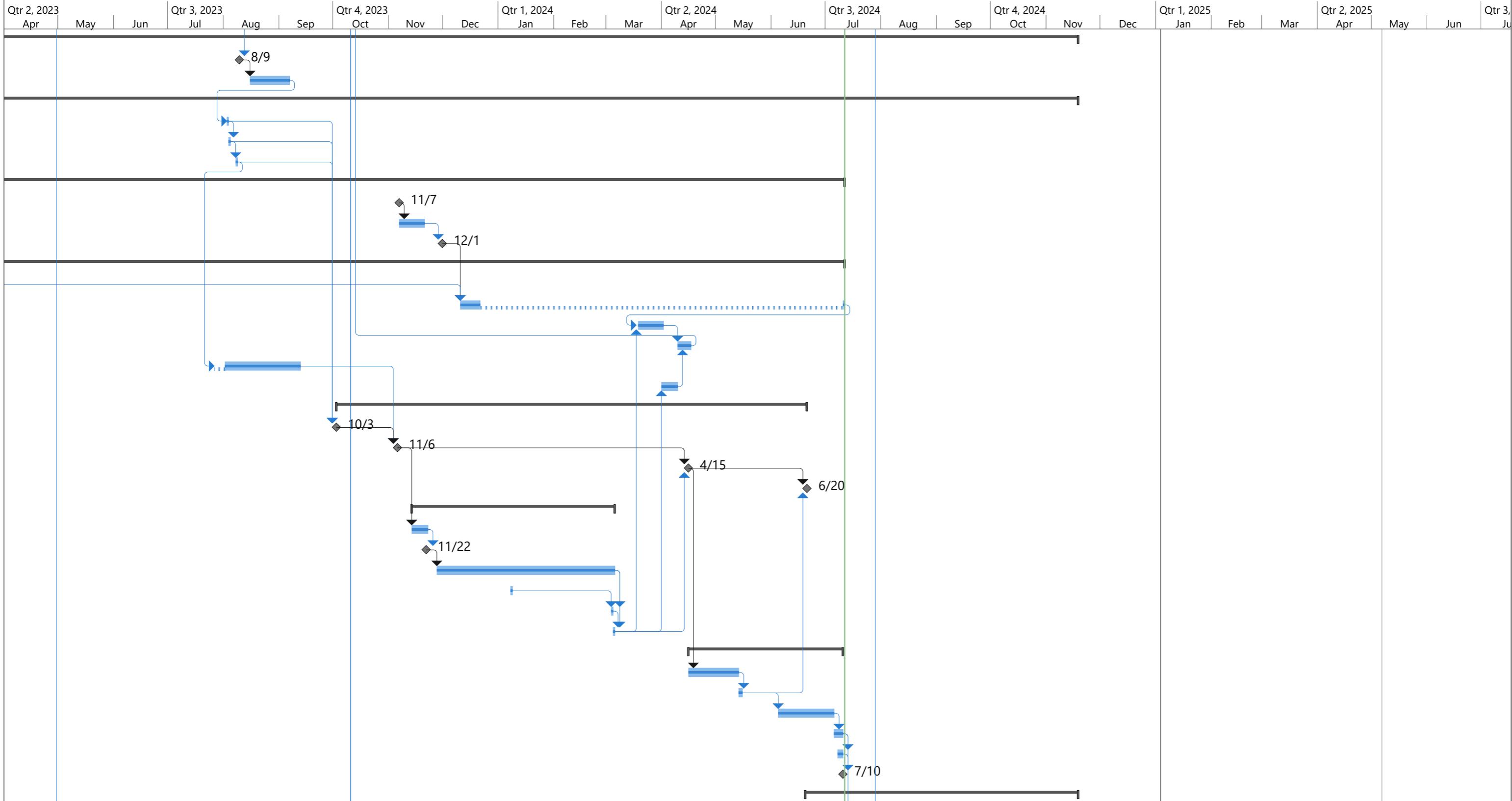
ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023		
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
522	522	Prepunch	2 days	Thu 10/10/24	Fri 10/11/24	0%												
523	523	Building Occupancy	1 day	Mon 10/14/24	Mon 10/14/24	0%												
524	524	V3 Complete	0 days	Mon 10/14/24	Mon 10/14/24	0%												
525	525	Project Closeout	90 days	Tue 12/31/24	Tue 5/6/25	0%												
526	526	Project Acceptance	0 days	Tue 12/31/24	Tue 12/31/24	0%												
527	527	Punchlist	30 days	Wed 1/1/25	Tue 2/11/25	0%												
528	528	Closeout	60 days	Wed 2/12/25	Tue 5/6/25	0%												



BOBO
CONSTRUCTION, INC.

May 2024 DRAFT

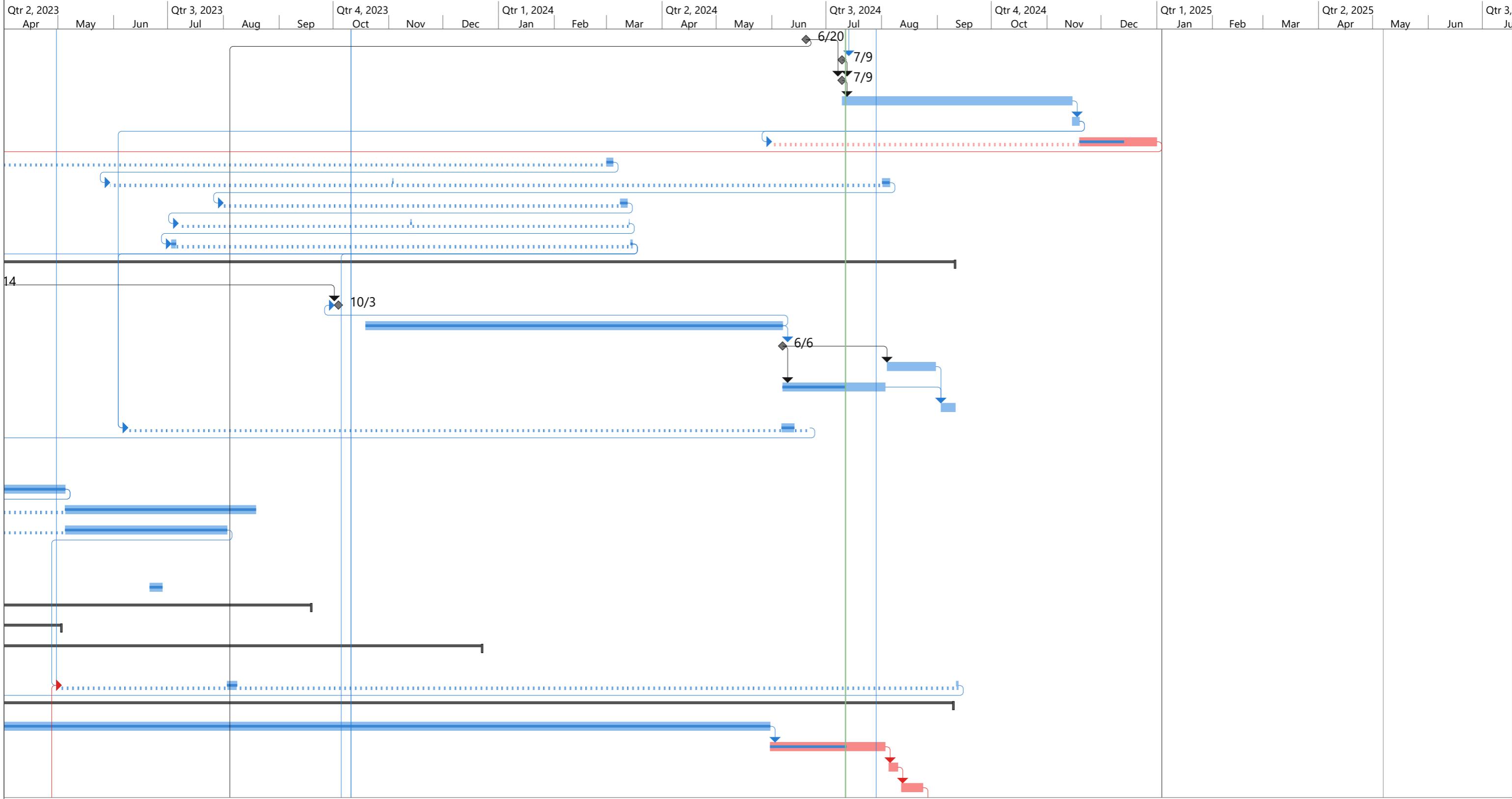


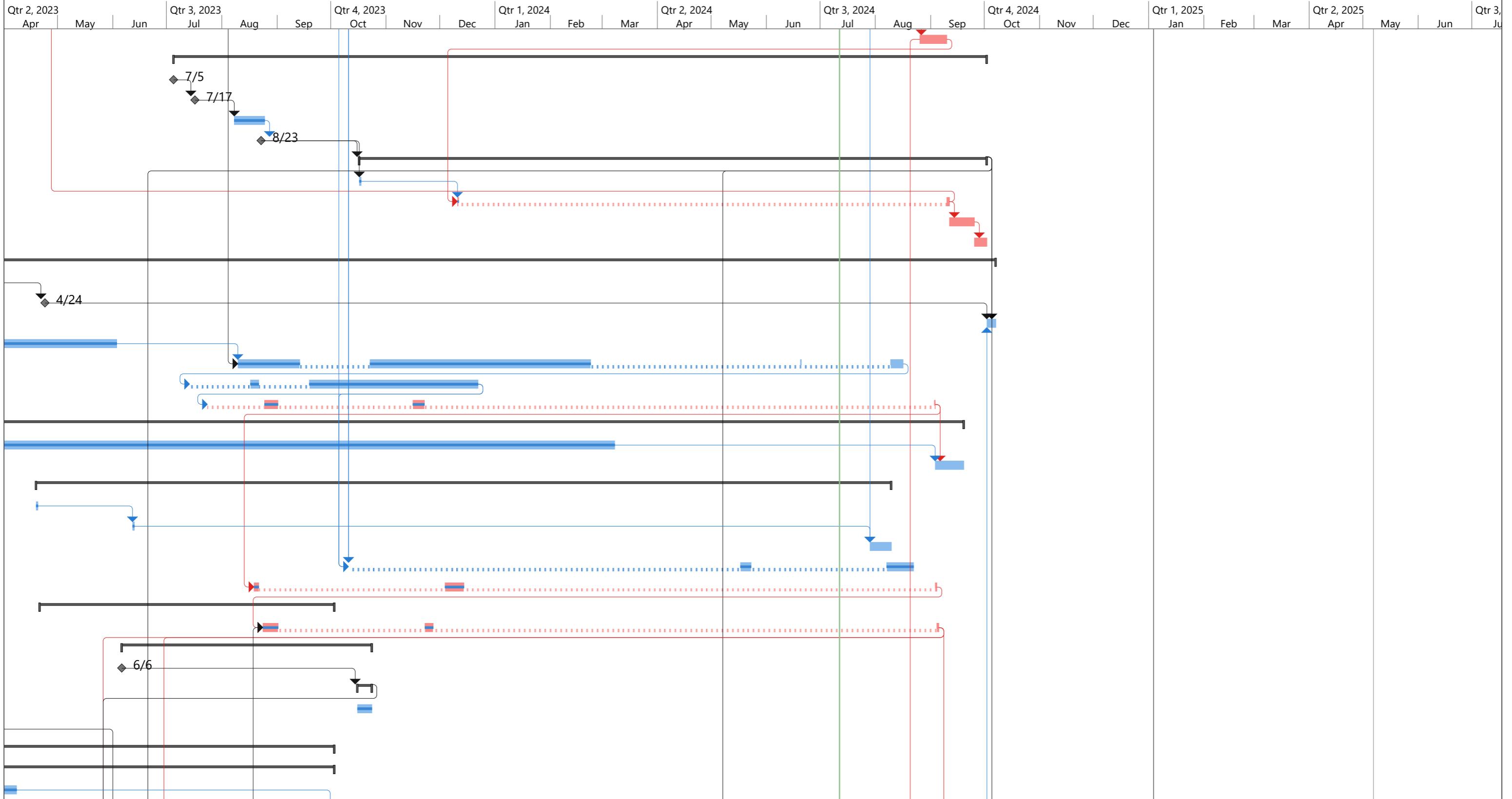


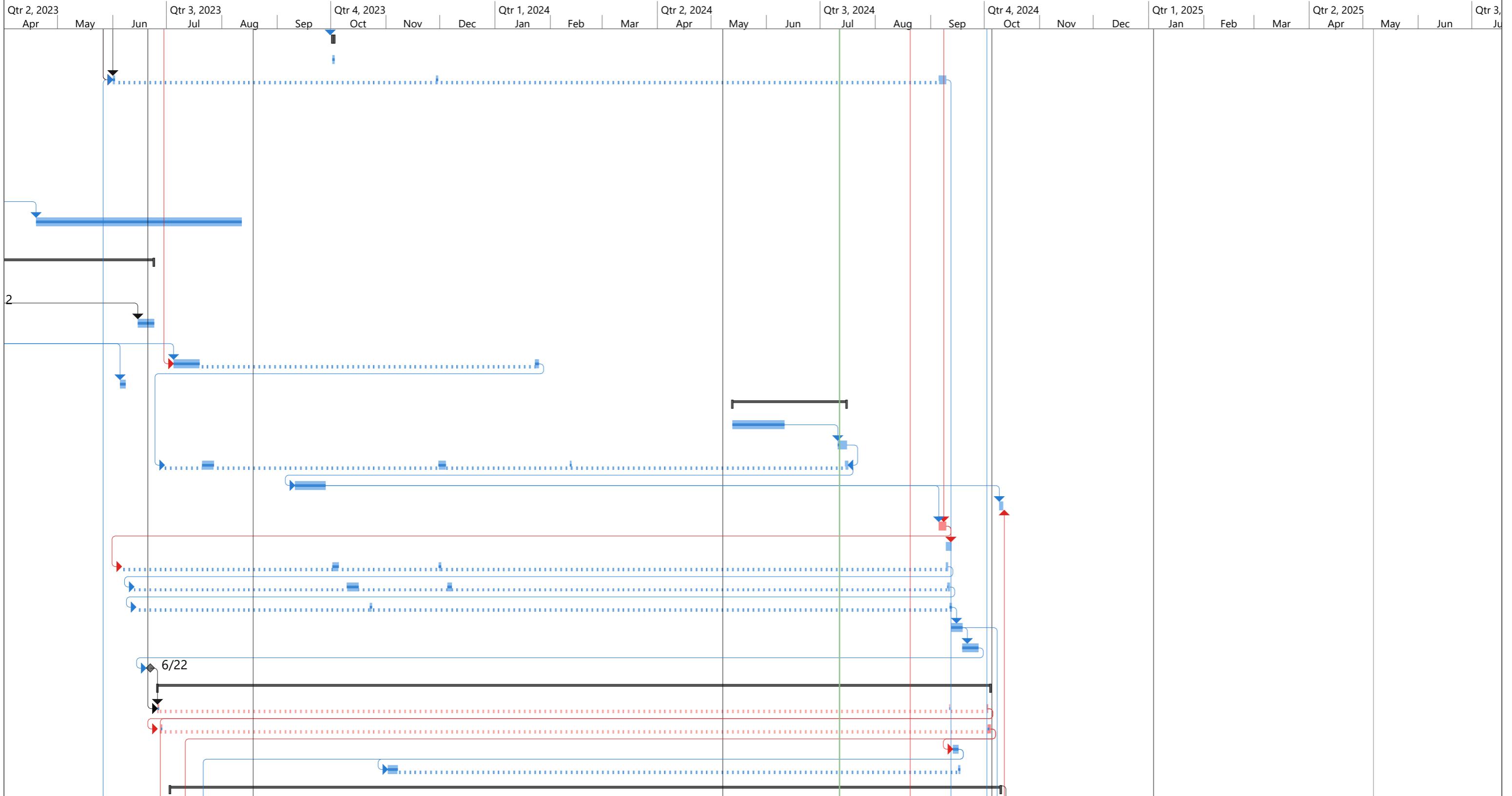


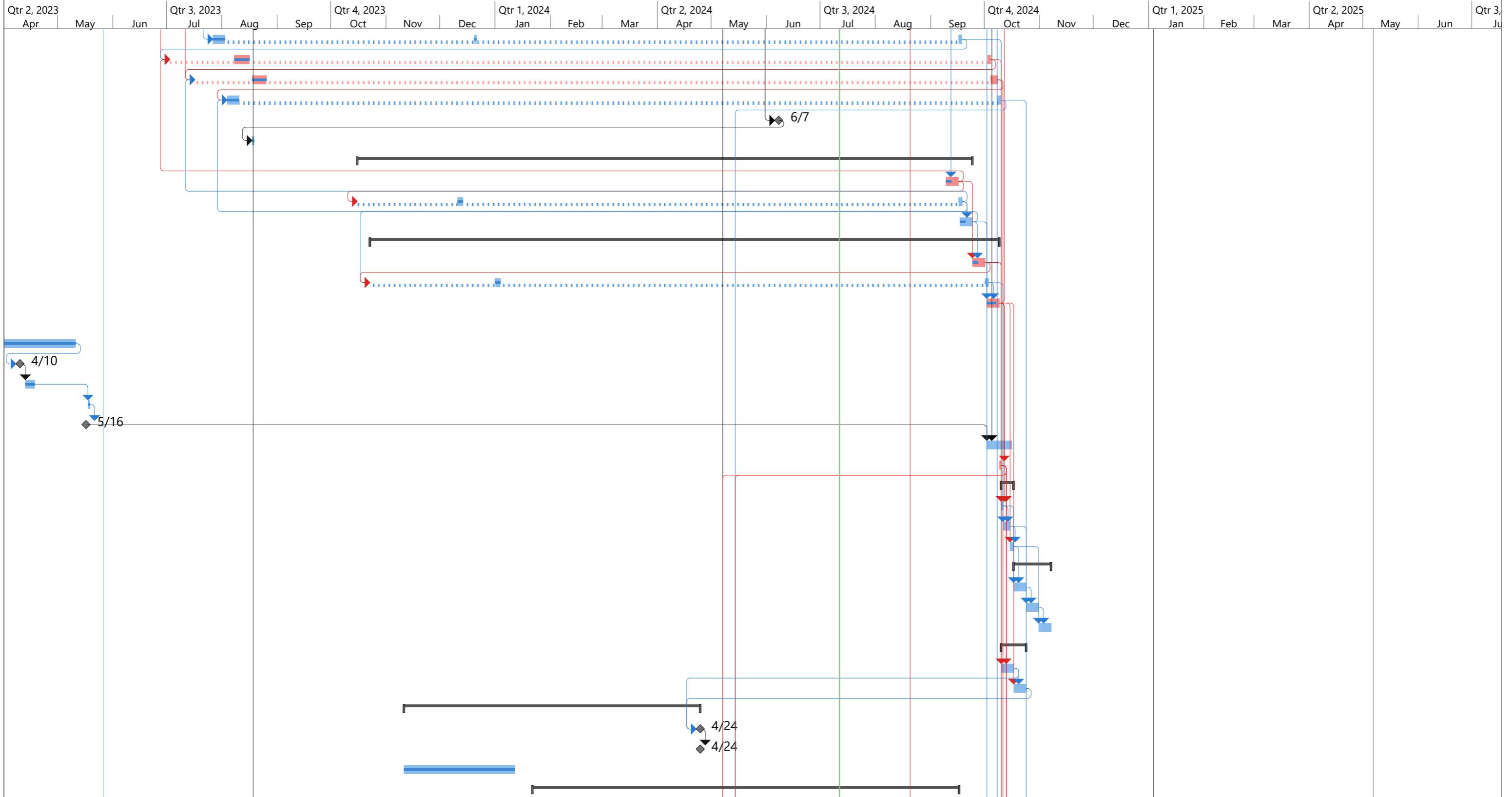
BOBO
CONSTRUCTION, INC.

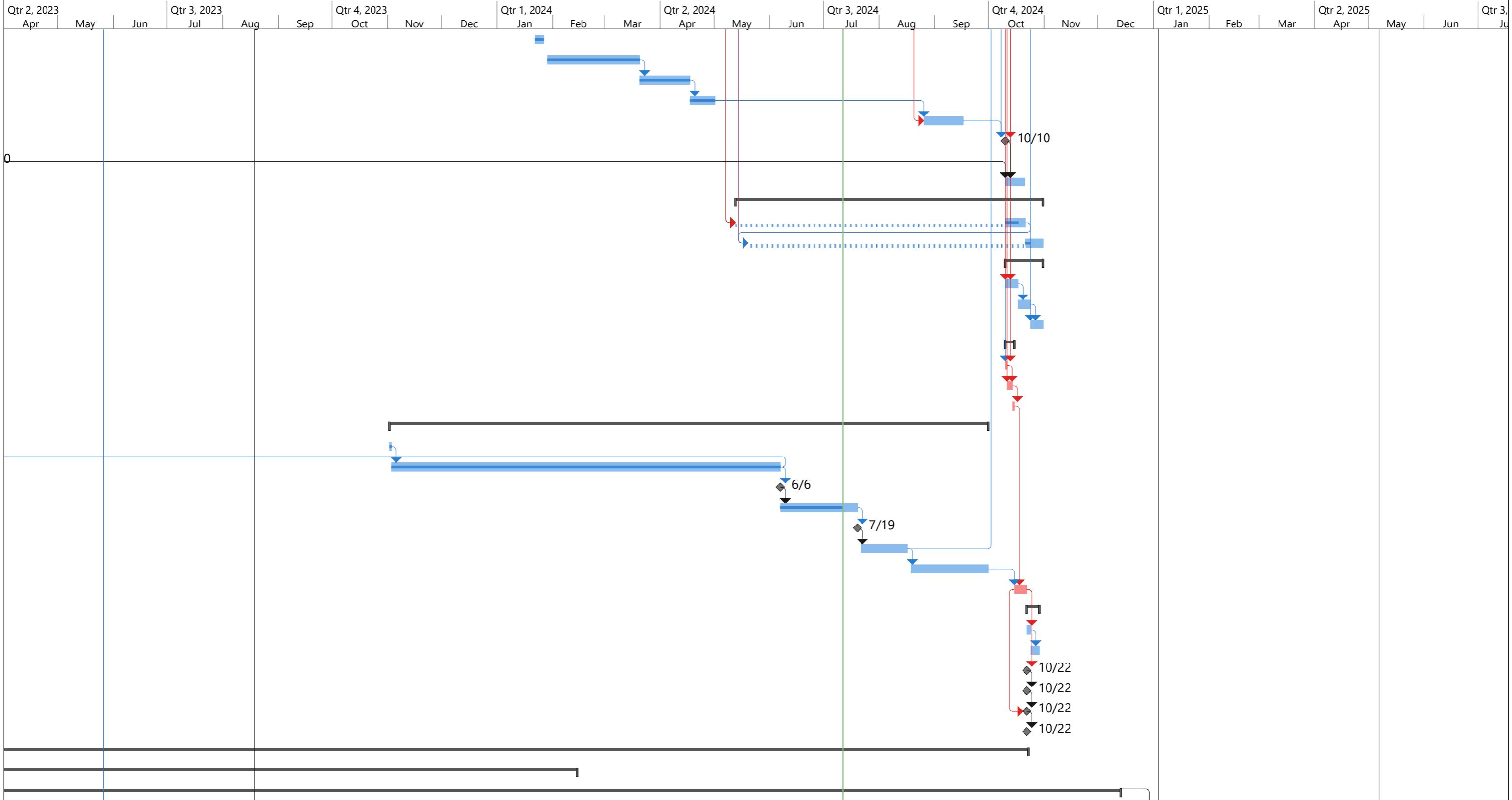
May 2024 DRAFT

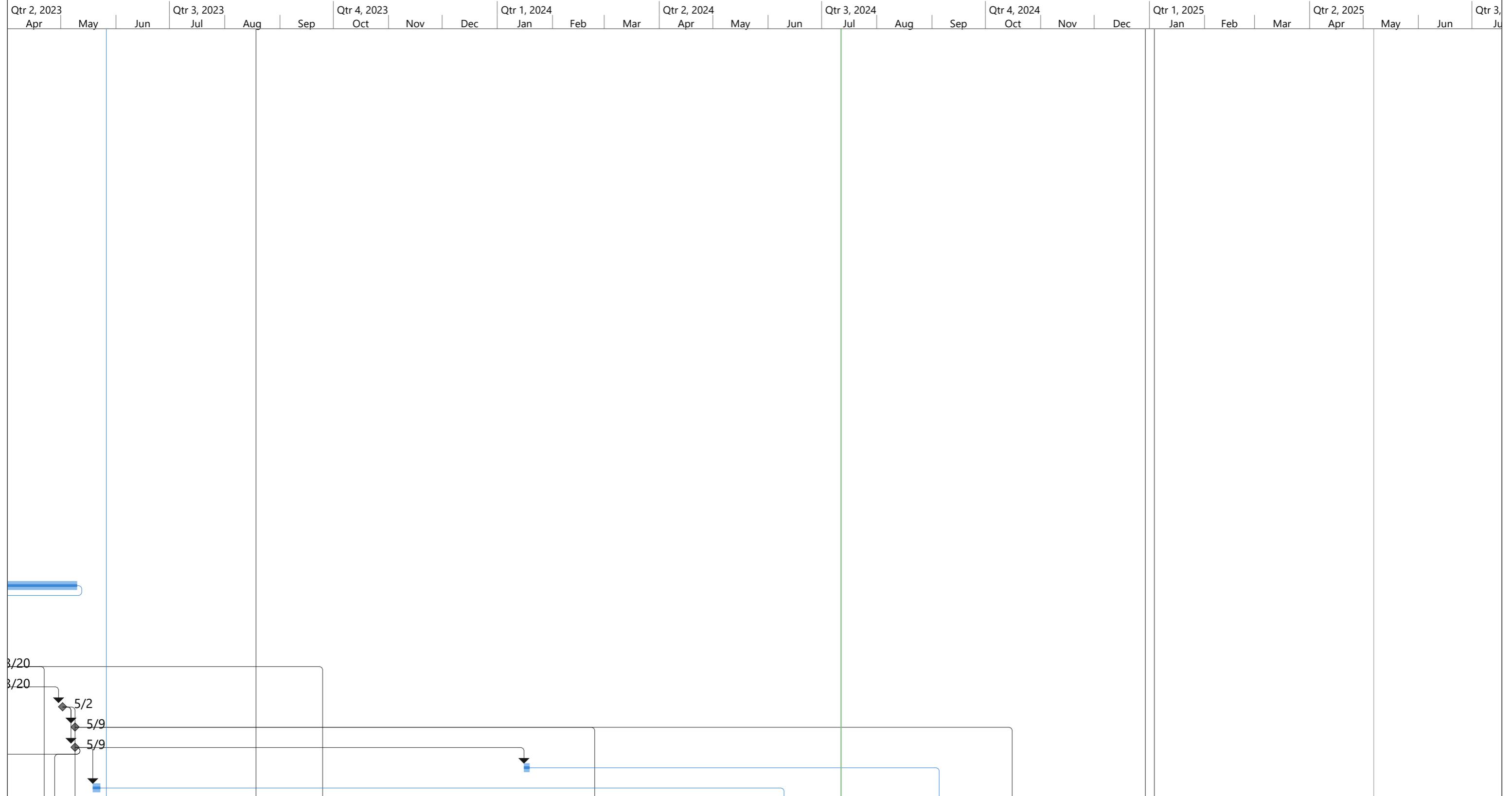


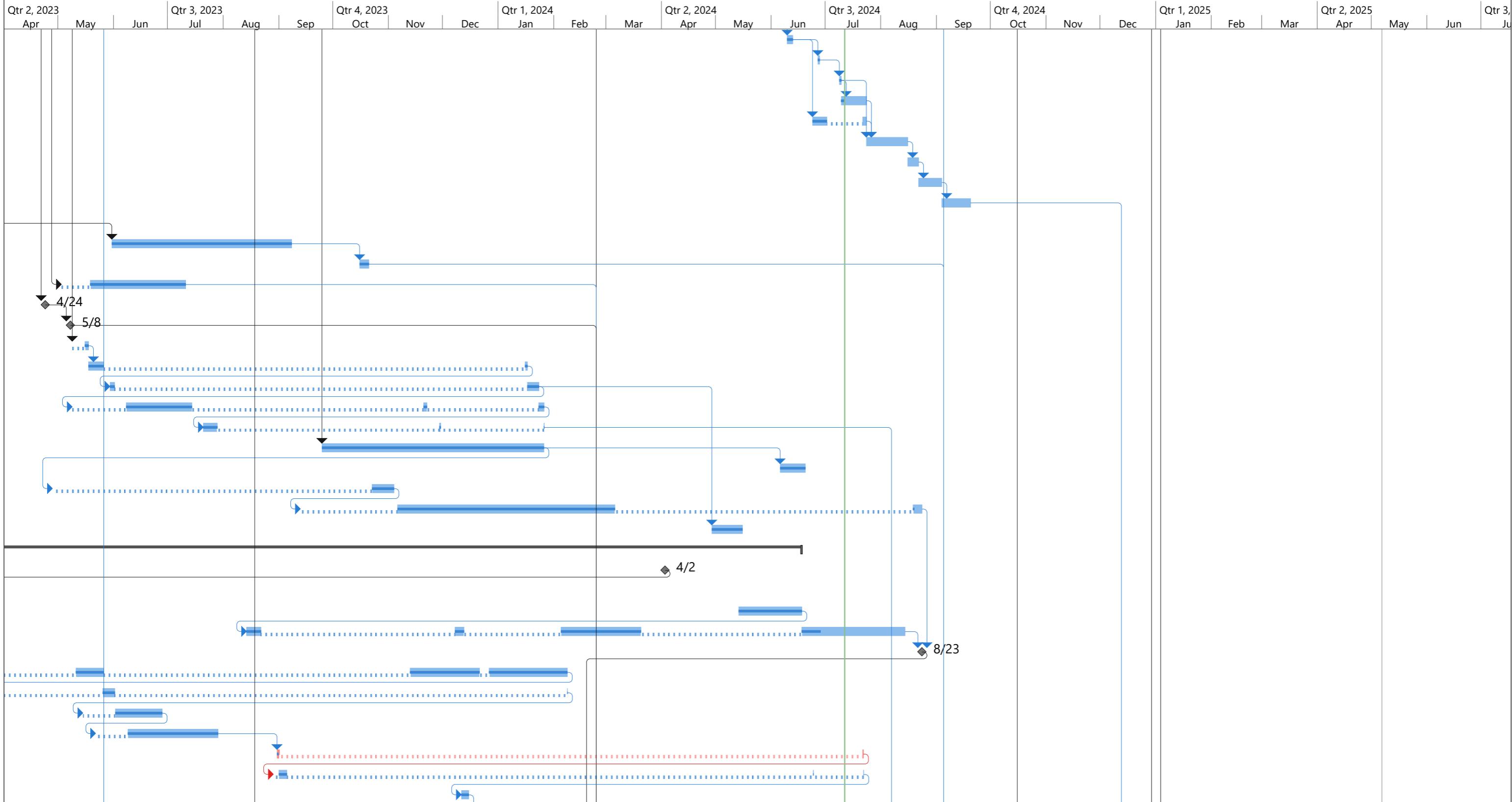


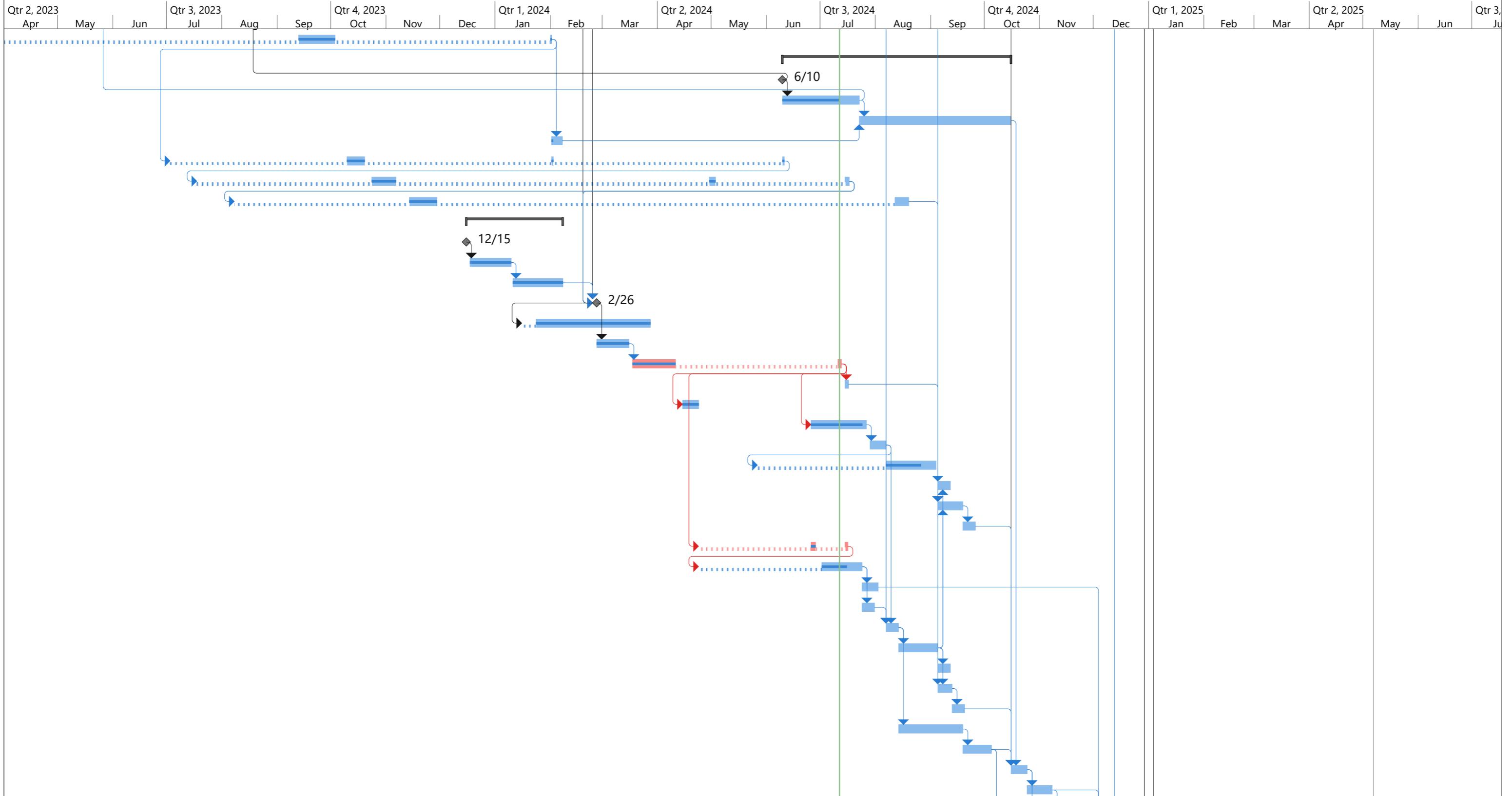








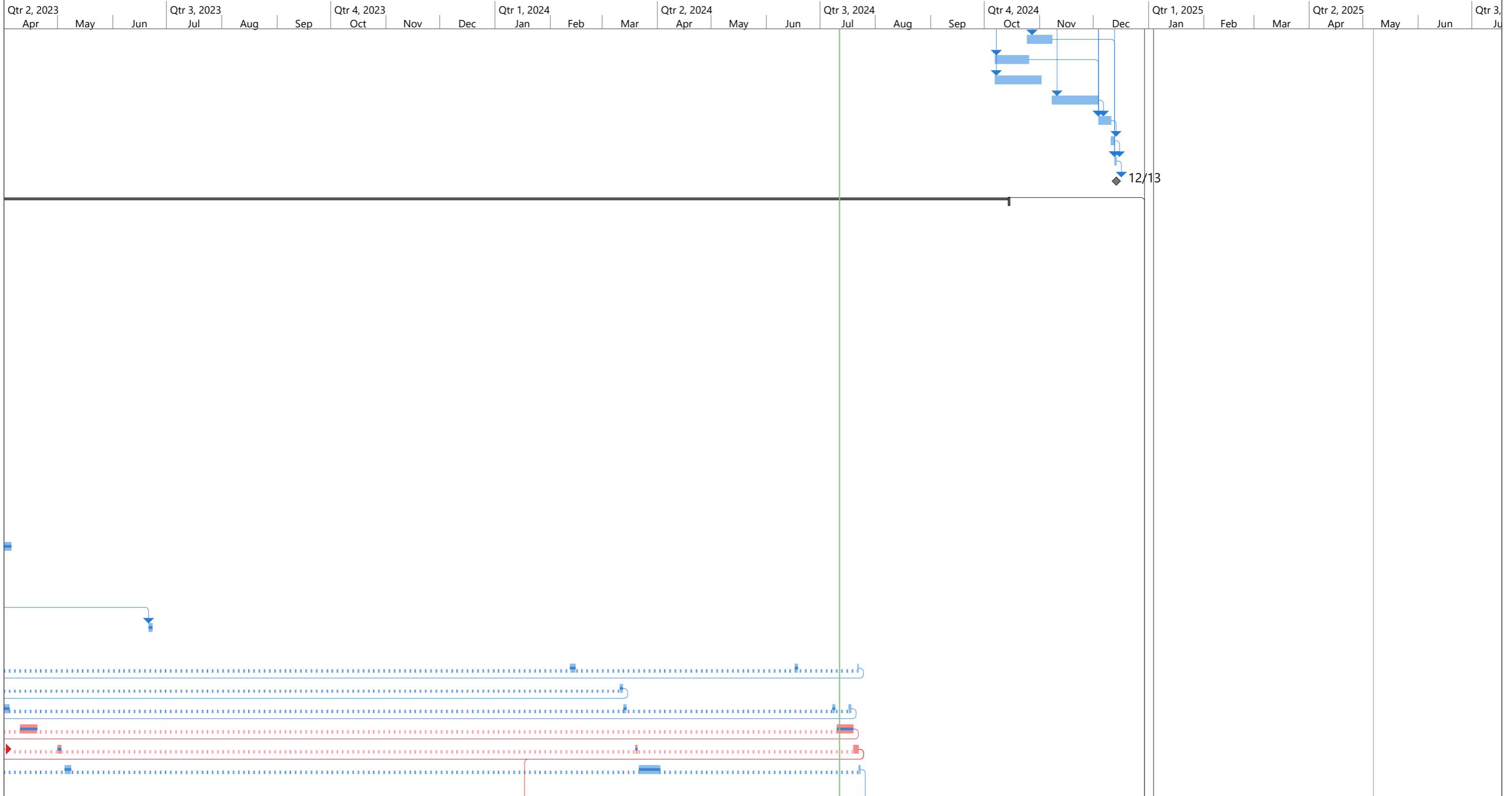


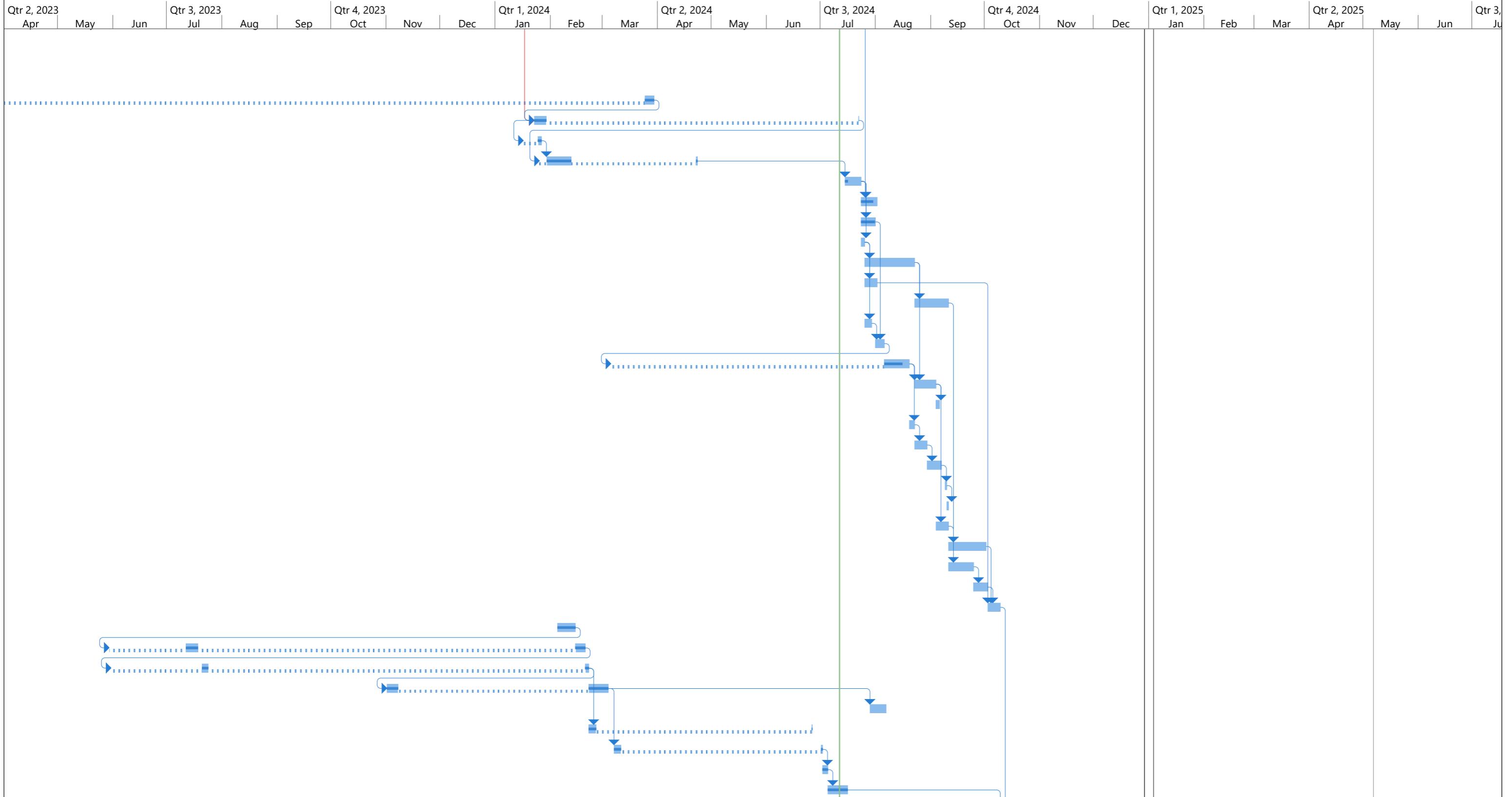




BOBO
CONSTRUCTION, INC.

May 2024 DRAFT

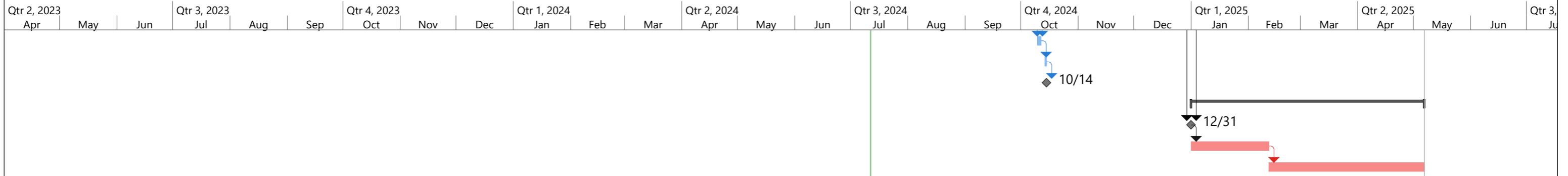


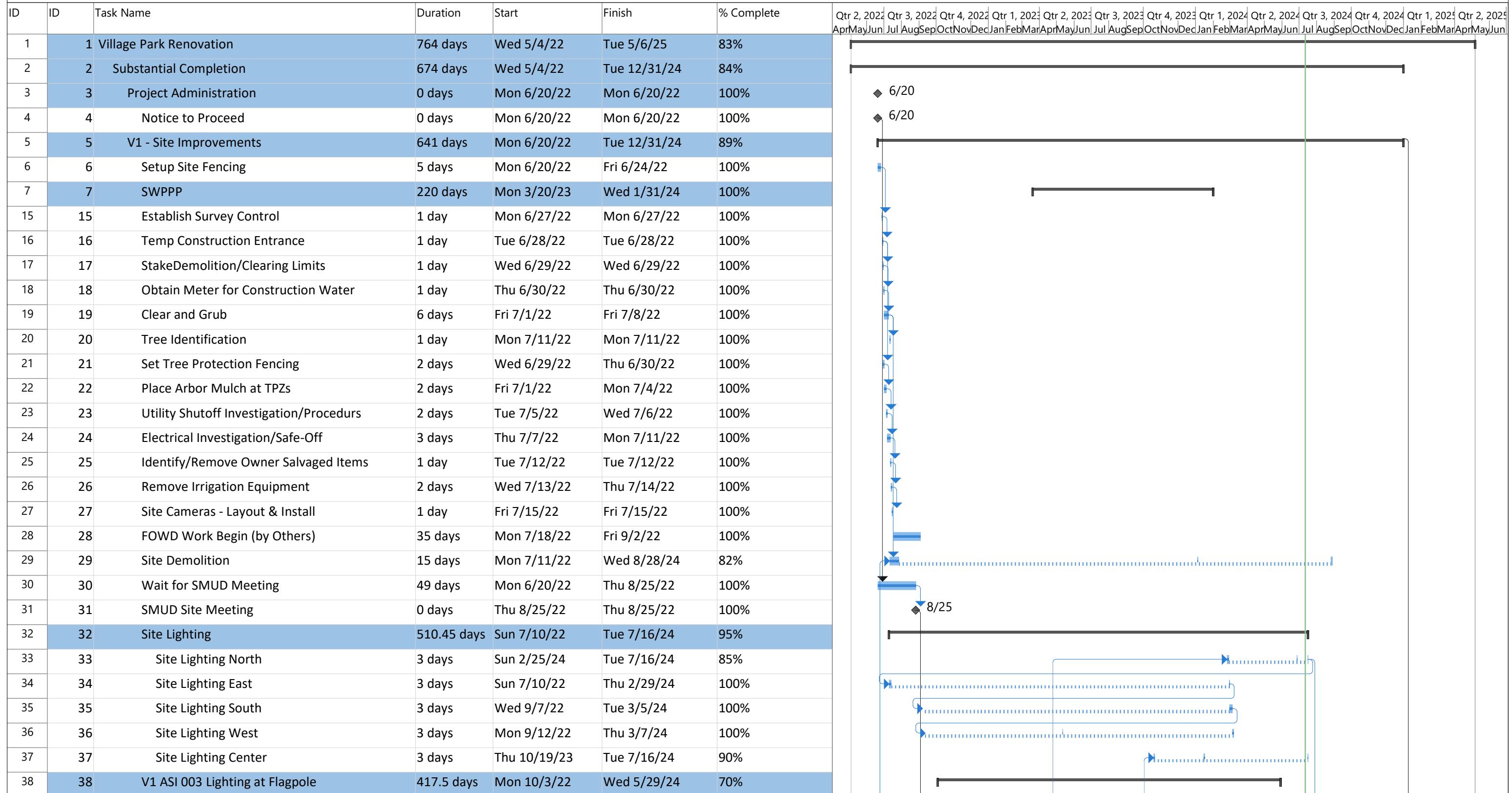




BOBO
CONSTRUCTION, INC.

May 2024 DRAFT







ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022 AprMayJun	Qtr 3, 2022 JulAugSep	Qtr 4, 2022 OctNovDec	Qtr 1, 2023 JanFebMar	Qtr 2, 2023 AprMayJun	Qtr 3, 2023 JulAugSep	Qtr 4, 2023 OctNovDec	Qtr 1, 2024 JanFebMar	Qtr 2, 2024 AprMayJun	Qtr 3, 2024 JulAugSep	Qtr 4, 2024 OctNovDec	Qtr 1, 2025 JanFebMar	Qtr 2, 2025 AprMayJun
42	42	Dig UG for SMUD Transformer on Park Dr	5 days	Fri 8/26/22	Thu 9/1/22	100%													
43	43	Primary Power Fair Oaks N/S	3 days	Fri 9/2/22	Wed 9/7/22	100%													
44	44	ASI SMUD Primary Power	556 days	Thu 9/8/22	Mon 11/18/24	82%													
45	45	ASI 011 SMUD Primary Power (Revised)	83 days	Wed 10/19/22	Wed 2/15/23	100%													
46	46	ASI 011.1 SMUD Primary Power (Revised)	51 days	Thu 2/16/23	Fri 4/28/23	100%													
47	47	ASI 011.2 SMUD Primary Power (Revised)	19 days	Mon 5/1/23	Thu 5/25/23	100%													
48	48	ASI 011.3 SMUD Primary Power (Revised)	52 days	Fri 5/26/23	Wed 8/9/23	100%													
49	49	SMUD Primary Power	556 days	Thu 9/8/22	Mon 11/18/24	70%													
50	50	V1 ASI 011.4	0 days	Wed 8/9/23	Wed 8/9/23	100%													
51	51	PCO 117 Approval (T&M)	15 days	Wed 8/16/23	Wed 9/6/23	100%													
52	52	V1 ASI 011.4 SMUD (T&M)	556 days	Thu 9/8/22	Mon 11/18/24	69%													
53	53	Pothole Exploration (Layout)	1 day	Thu 8/3/23	Thu 8/3/23	100%													
54	54	Conduit Trench/Excavation	1 day	Fri 8/4/23	Fri 8/4/23	100%													
55	55	Conduit Boring	1 day	Mon 8/7/23	Tue 8/8/23	100%													
56	56	V1 ASI 024 Wall & Pad Changes	466 days	Thu 9/8/22	Thu 7/11/24	100%													
57	57	V1 ASI 024	0 days	Tue 11/7/23	Tue 11/7/23	100%													
58	58	SMUD Comitment Drawings	10 days	Tue 11/7/23	Mon 11/20/23	100%													
59	59	PCO Review/Approval (T&M)	0 days	Fri 12/1/23	Fri 12/1/23	100%													
60	60	ASI 024 (PCO#000) T&M	466 days	Thu 9/8/22	Thu 7/11/24	100%													
61	61	Survey	1 day	Thu 9/8/22	Thu 9/8/22	100%													
62	62	Earthwork	10 days	Mon 12/11/23	Thu 7/11/24	100%													
63	63	Concrete	10 days	Mon 3/18/24	Mon 4/1/24	100%													
64	64	Electrical	5 days	Wed 4/10/24	Wed 4/17/24	100%													
65	65	Pull box install	28.5 days	Thu 7/27/23	Tue 9/12/23	100%													
66	66	Transformer Pad	7 days	Mon 4/1/24	Tue 4/9/24	100%													
67	67	SMUD Inspection	181 days	Tue 10/3/23	Thu 6/20/24	0%													
68	68	Inspection #1 - Pull Box	0 days	Tue 10/3/23	Tue 10/3/23	100%													
69	69	Inspection #2 - Pull Box (Site Meeting)	0 days	Mon 11/6/23	Mon 11/6/23	100%													
70	70	Inspection #3 - Wire Pull	0 days	Mon 4/15/24	Mon 4/15/24	100%													
71	71	Inspection #4 - Transformer	0 days	Thu 6/20/24	Thu 6/20/24	0%													
72	72	SMUD By-Pass	75 days	Tue 11/14/23	Tue 3/5/24	100%													



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022 AprMayJun	Qtr 3, 2022 JulAugSep	Qtr 4, 2022 OctNovDec	Qtr 1, 2023 JanFebMar	Qtr 2, 2023 MarAprMayJun	Qtr 3, 2023 JulAugSep	Qtr 4, 2023 OctNovDec	Qtr 1, 2024 JanFebMar	Qtr 2, 2024 MarAprMayJun	Qtr 3, 2024 JulAugSep	Qtr 4, 2024 OctNovDec	Qtr 1, 2025 JanFebMar	Qtr 2, 2025 MarAprMayJun
73	73	Utility Excavation/Exploration	7 days	Tue 11/14/23	Wed 11/22/23	100%													
74	74	SMUD Inspection/Asbuilt	0 days	Wed 11/22/23	Wed 11/22/23	100%													
75	75	SMUD Scheduling (Construction Devi	67 days	Tue 11/28/23	Tue 3/5/24	100%													
76	76	Pit backfill (SAND)	1 day	Mon 1/8/24	Mon 1/8/24	100%													
77	77	Pit Reopen	1 day	Mon 3/4/24	Mon 3/4/24	100%													
78	78	SMUD Wire Pull/Transformer	1 day	Tue 3/5/24	Tue 3/5/24	100%													
79	79	Transformer Power Switch	60 days	Tue 4/16/24	Wed 7/10/24	100%													
80	80	4 Week Schedule	20 days	Tue 4/16/24	Mon 5/13/24	100%													
81	81	SMUD Work	2 days	Tue 5/14/24	Wed 5/15/24	100%													
82	82	PCO #177 RFI#44 V3 Gas Bond	22 days	Wed 6/5/24	Fri 7/5/24	100%													
83	83	Final Inspection (Green Tag)	3 days	Fri 7/5/24	Wed 7/10/24	100%													
84	84	SMUD Construction Schedule	3 days	Mon 7/8/24	Wed 7/10/24	100%													
85	85	SMUD - Turn On Transform Power	0 days	Wed 7/10/24	Wed 7/10/24	100%													
86	86	SMUD Primary Power Community Cente	105 days	Thu 6/20/24	Mon 11/18/24	0%													
87	87	V2 Transformer Pad SMUD Inspection	0 days	Thu 6/20/24	Thu 6/20/24	100%													
88	88	4 Week Schedule	0 days	Tue 7/9/24	Tue 7/9/24	100%													
89	89	SMUD Work - Transformer Install	0 days	Tue 7/9/24	Tue 7/9/24	100%													
90	90	90 day SMUD Construction Schedule	90 days	Wed 7/10/24	Thu 11/14/24	0%													
91	91	SMUD Work - Wire Pull	2 days	Fri 11/15/24	Mon 11/18/24	0%													
92	92	Install secondary conduits	28 days	Fri 5/31/24	Tue 12/31/24	60%													
93	93	Note 2 Trench for Power Ped	1.95 days	Thu 11/17/22	Mon 3/4/24	100%													
94	94	Trench for Irrigation Controller Conduits	3 days	Tue 5/30/23	Mon 8/5/24	80%													
95	95	Dig and install cement pull boxes	2.1 days	Tue 8/1/23	Tue 3/12/24	100%													
96	96	Dig & Install (F) EV UG Vault	0.85 days	Fri 7/7/23	Wed 3/13/24	100%													
97	97	Trench to PP for GFCI and (F) EV pull box	2.76 days	Mon 7/3/23	Fri 3/15/24	100%													
98	98	V1 ASI 17 EV Charging Station	379 days	Tue 3/14/23	Tue 9/10/24	81%													
99	99	V1 ASI 017	0 days	Tue 3/14/23	Tue 3/14/23	100%													
100	100	PCO#103 Submittal Review	0 days	Tue 10/3/23	Tue 10/3/23	100%													
101	101	County Approval - CALA Review	159 days	Thu 10/19/23	Thu 6/6/24	100%													
102	102	V1 ASI 030	0 days	Thu 6/6/24	Thu 6/6/24	100%													
103	103	Price/Review PCO ASI 030	20 days	Sun 8/4/24	Fri 8/30/24	0%													



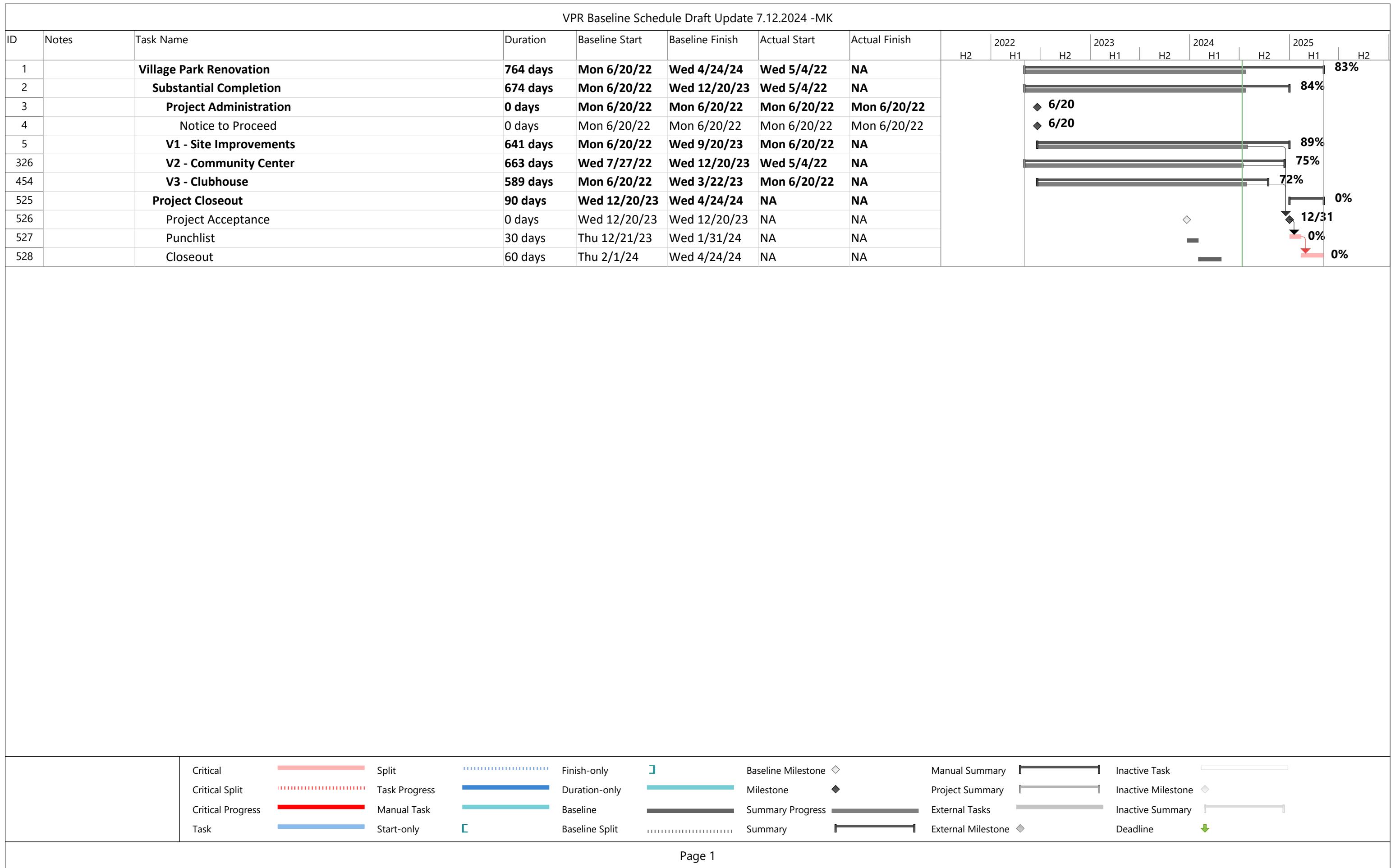
ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022 AprMayJun	Qtr 3, 2022 JulAugSepOctNovDecJanFebMarAprMayJun	Qtr 4, 2022 OctNovDecJanFebMarAprMayJun	Qtr 1, 2023 JanFebMarAprMayJun	Qtr 2, 2023 FebMarAprMayJun	Qtr 3, 2023 JulAugSepOctNovDecJanFebMarAprMayJun	Qtr 4, 2023 AugSepOctNovDecJanFebMarAprMayJun	Qtr 1, 2024 OctNovDecJanFebMarAprMayJun	Qtr 2, 2024 JanFebMarAprMayJun	Qtr 3, 2024 JulAugSepOctNovDecJanFebMarAprMayJun	Qtr 4, 2024 AugSepOctNovDecJanFebMarAprMayJun	Qtr 1, 2025 OctNovDecJanFebMarAprMayJun	Qtr 2, 2025
104	104	County Permit Drawing 2nd Review	40 days	Fri 6/7/24	Fri 8/2/24	60%													
105	105	Perform Scope PCO#103/ ASI 030	6 days	Tue 9/3/24	Tue 9/10/24	0%													
106	106	Relocate SMUD vaults	5.2 days	Fri 6/9/23	Fri 6/21/24	100%													
107	107	Rove UG Conductors	0 days	Thu 7/14/22	Thu 7/14/22	100%													
108	108	USA/Pothole	5 days	Mon 8/15/22	Fri 8/19/22	100%													
109	109	Survey/Layout @ Band East	179 days	Mon 8/22/22	Thu 5/4/23	100%													
110	110	Rough Grade @ Band East	74 days	Mon 8/15/22	Fri 8/18/23	100%													
111	111	Utilities @ Band East	62 days	Thu 3/16/23	Wed 8/2/23	100%													
112	112	RFI 128 Elevation and Direction Sewerline Changes	16 days	Mon 11/28/22	Mon 12/19/22	100%													
114	114	ASI 005 Utility Changes	5 days	Wed 6/21/23	Tue 6/27/23	100%													
115	115	Hydraway	132 days	Tue 3/14/23	Tue 9/19/23	100%													
119	119	ASI 008 Hydraway	156 days	Wed 9/21/22	Tue 5/2/23	100%													
123	123	Grading, Fire Service, and Water Meter Changes	187 days	Thu 3/30/23	Fri 12/22/23	100%													
127	127	Base @ Band East	5 days	Wed 5/3/23	Thu 9/12/24	71%													
128	128	Bandshell/Playground Design Review	564 days	Mon 6/20/22	Mon 9/9/24	93%													
129	129	Field Design Review w/County Inspector	494 days	Mon 6/20/22	Thu 5/30/24	100%													
130	130	County Review - Permit Set	45 days	Fri 5/31/24	Fri 8/2/24	65%													
131	131	New ASI#	5 days	Mon 8/5/24	Fri 8/9/24	0%													
132	132	PCO Pricing/Review	10 days	Mon 8/12/24	Fri 8/23/24	0%													
133	133	ASI Construction	10 days	Mon 8/26/24	Mon 9/9/24	0%													
134	134	Bandshell Changes	315.4 days	Wed 7/5/23	Wed 10/2/24	47%													
135	135	ASI 20 (Revised)	0 days	Wed 7/5/23	Wed 7/5/23	100%													
136	136	ASI 20.1 (Revised)	0 days	Mon 7/17/23	Mon 7/17/23	100%													
137	137	RFI#319 - Raised Planter	13 days	Tue 8/8/23	Thu 8/24/23	100%													
138	138	ASI 20.2 Bandshell Changes	0 days	Wed 8/23/23	Wed 8/23/23	100%													
139	139	PCO 130 SCOPE	242.4 days	Tue 10/17/23	Wed 10/2/24	9%													
140	140	Demo (Approval Only)	1 day	Tue 10/17/23	Tue 10/17/23	100%													
141	141	Earthwork (T&M)	2 days	Mon 12/11/23	Wed 9/11/24	30%													
142	142	Concrete (Pending Aproval)	10 days	Wed 9/11/24	Wed 9/25/24	0%													
143	143	Landscaping (Pending Aproval)	5 days	Wed 9/25/24	Wed 10/2/24	0%													



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022 AprMayJun	Qtr 3, 2022 JulAugSep	Qtr 4, 2022 OctNovDec	Qtr 1, 2023 JanFebMar	Qtr 2, 2023 MarAprMayJun	Qtr 3, 2023 JulAugSep	Qtr 4, 2023 OctNovDec	Qtr 1, 2024 JanFebMar	Qtr 2, 2024 MarAprMayJun	Qtr 3, 2024 JulAugSep	Qtr 4, 2024 OctNovDec	Qtr 1, 2025 JanFebMar	Qtr 2, 2025 MarAprMayJun
144	144	Fencing, Turf, and Irrigation Changes	445.4 days	Tue 1/3/23	Mon 10/7/24	0%													
145	145	ASI 015	0 days	Tue 1/3/23	Tue 1/3/23	100%													
146	146	PCO 082 (APPROVED)	0 days	Mon 4/24/23	Mon 4/24/23	100%													
147	147	PCO 082 SCOPE	3 days	Wed 10/2/24	Mon 10/7/24	0%													
148	148	Survey/Layout @ West Area	65 days	Fri 3/3/23	Fri 6/2/23	100%													
149	149	Rough Grade @ West Area	111.72 days	Thu 8/10/23	Fri 8/16/24	95%													
150	150	Utilities @ West Area	69 days	Fri 7/14/23	Fri 12/22/23	100%													
151	151	Base @ West Area	10 days	Mon 7/24/23	Tue 9/3/24	95%													
152	152	V1 ASI 010 Turf and Pilaster	375.5 days	Tue 3/28/23	Thu 9/19/24	95%													
153	153	PCO 034 Turf and Pilaster (Approved)	239 days	Tue 3/28/23	Thu 3/7/24	100%													
154	154	PCO 034 Turf and Pilaster - Scope	12 days	Tue 9/3/24	Thu 9/19/24	0%													
155	155	Retaining Wall Modificationa	332 days	Wed 4/19/23	Fri 8/9/24	17%													
156	156	Retaining Wall Modificationa (Revised)	1 day	Wed 4/19/23	Wed 4/19/23	100%													
157	157	V1 ASI 001.1 Changes (Approved)	1 day	Mon 6/12/23	Mon 6/12/23	100%													
158	158	V1 ASI 001.1 Changes - Scope	10 days	Mon 7/29/24	Fri 8/9/24	0%													
159	159	Courtyard Pavers	15 days	Wed 10/11/23	Thu 8/22/24	100%													
160	160	Survey/Layout @ South Areas	10 days	Sat 8/19/23	Wed 9/4/24	94%													
161	161	Water Leak Structural Repairs	114 days	Fri 4/21/23	Mon 10/2/23	100%													
165	165	Rough Grade @ South Areas	8 days	Thu 8/24/23	Thu 9/5/24	82%													
166	166	Low Voltage, Concrete, & Grading	98 days	Tue 6/6/23	Mon 10/23/23	100%													
167	167	ASI 13.1	0 days	Tue 6/6/23	Tue 6/6/23	100%													
168	168	PCO 069.3	6 days	Mon 10/16/23	Mon 10/23/23	100%													
169	169	AT&T Conduit 4"	6 days	Mon 10/16/23	Mon 10/23/23	100%													
170	170	Utilities @ South Areas	0 days	Wed 2/8/23	Wed 2/8/23	100%													
171	171	V1 ASI 013	143 days	Mon 3/13/23	Mon 10/2/23	100%													
172	172	PCO #070	143 days	Mon 3/13/23	Mon 10/2/23	100%													
173	173	Owner Review	20 days	Mon 3/13/23	Fri 4/7/23	100%													
174	174	Add 2" Conduits for CATV ASI 22	1 day	Mon 10/2/23	Mon 10/2/23	100%													
175	175	CATV Boring	1 day	Mon 10/2/23	Mon 10/2/23	100%													
176	176	Base @ South Areas	4 days	Thu 6/1/23	Mon 9/9/24	50%													
177	177	Transfer Dirt to Community Center Pad	10 days	Mon 8/15/22	Fri 8/26/22	100%													



ID	ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2022 AprMayJun	Qtr 3, 2022 JulAugSep	Qtr 4, 2022 OctNovDec	Qtr 1, 2023 JanFebMar	Qtr 2, 2023 AprMayJun	Qtr 3, 2023 JulAugSep	Qtr 4, 2023 OctNovDec	Qtr 1, 2024 JanFebMar	Qtr 2, 2024 AprMayJun	Qtr 3, 2024 JulAugSep	Qtr 4, 2024 OctNovDec	Qtr 1, 2025 JanFebMar	Qtr 2, 2025 AprMayJun	
178	178	PCC Retaining Wall	28 days	Tue 9/6/22	Thu 10/13/22	100%														
179	179	PCC Footing at CMU Retaining Wall	31 days	Wed 8/31/22	Thu 10/13/22	100%														
180	180	Band East CMU Retaining Walls	20 days	Fri 10/21/22	Thu 11/17/22	100%														
181	181	Backfill CMU Retaining Wall	3 days	Mon 11/21/22	Wed 11/23/22	100%														
182	182	Set Oil Sand Seperator	8 days	Mon 1/30/23	Wed 2/8/23	100%														
183	183	Trash Enclosure CMU	81 days	Wed 4/19/23	Fri 8/11/23	100%														
184	184	PCC Footing at CMU Seatwall/Pilasters	20 days	Fri 10/21/22	Thu 11/17/22	100%														
185	185	ASI 007 Clubhouse Stair Changes	199 days	Tue 9/13/22	Fri 6/23/23	100%														
186	186	ASI 007	0 days	Tue 9/13/22	Tue 9/13/22	100%														
187	187	PCO 041.1 (Approved)	0 days	Sun 3/12/23	Sun 3/12/23	100%														
188	188	PCO 041.1 SCOPE	7 days	Thu 6/15/23	Fri 6/23/23	100%														
189	189	Trellis Footings and CIP Columns	20 days	Wed 11/23/22	Thu 12/22/22	100%														
190	190	PCC Stairs	12 days	Wed 7/5/23	Thu 1/25/24	100%														
191	191	Reinstall Trellis	3 days	Mon 6/5/23	Wed 6/7/23	100%														
192	192	At&T Utiliy Locate - California	44 days	Mon 5/13/24	Mon 7/15/24	91%														
193	193	AT& Conduit Locate	20 days	Mon 5/13/24	Mon 6/10/24	100%														
194	194	T&M AT&T Conduit Reroute	3 days	Thu 7/11/24	Mon 7/15/24	30%														
195	195	PCC Ramps at Curb Edge	9 days	Fri 6/30/23	Tue 7/16/24	80%														
196	196	Market Light Pole Footings	13 days	Mon 9/11/23	Wed 9/27/23	100%														
197	197	Set Market Light Poles	2 days	Wed 10/9/24	Fri 10/11/24	0%														
198	198	PCC Footing at Flagpole	2 days	Thu 9/5/24	Mon 9/9/24	0%														
199	199	Relocate Flagpole	3 days	Mon 9/9/24	Thu 9/12/24	0%														
200	200	Type 2 Curb & Gutter	6 days	Tue 6/6/23	Tue 9/10/24	80%														
201	201	Type 3, 5 & D-4 Curbs	9 days	Tue 6/13/23	Wed 9/11/24	87%														
202	202	Type A Driveway	2 days	Wed 6/14/23	Thu 9/12/24	100%														
203	203	Play Area Curb	4 days	Thu 9/12/24	Wed 9/18/24	100%														
204	204	Terraced PCC Seatwall (Add Alt #1)	7 days	Wed 9/18/24	Fri 9/27/24	100%														
205	205	PCC Footing & Pedestal at Monument Sign	0 days	Thu 6/22/23	Thu 6/22/23	100%														
206	206	Mowband	323.6 days	Mon 6/26/23	Fri 10/4/24	85%														
207	207	Mowband East	2 days	Mon 6/26/23	Wed 10/2/24	70%														
208	208	Mowband South	2 days	Mon 6/26/23	Fri 10/4/24	61%														



ALLOWANCE EXPENDITURE DIRECTIVE FORM

Fair Oaks Recreation & Park District
4150 Temescal Street
Fair Oaks, CA 95628

**ALLOWANCE
EXPENDITURE
DIRECTIVE NO.:**

042 (V1)

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Village Park Renovation

Date: 06/19/24

Bid No.: BP 21-103

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner Name, Address, Telephone:

Fair Oaks Recreation & Park District
4150 Temescal Street
Fair Oaks, CA 95628
(916) 966-1036

Contractor Name, Address, Telephone:

Bobo Construction, Inc.
9722 Kent Street
Elk Grove, CA 95624
(916) 383-7777

Reference	Description	Allowance Authorized for Expenditure
PCO 121.2-V1 Requested by: Performed by: Reason: RFI 128	Sewer Line Install Owner Contractor Provide new sanitary sewer per SIPPS	\$29,107.00

Total Contract Allowance Amount:	\$1,800,000.00
Amount of Previously Approved Allowance Expenditure Directive(s):	\$1,400,017.00
Amount of this Allowance Expenditure Directive:	\$29,107.00

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represent a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

DISTRICT:	CONTRACTOR:
FAIR OAKS RECREATION & PARK DISTRICT	Bobo Construction, Inc.
Date: <u>7/9/24</u>	Date: <u>6/26/24</u>
By: <u>Michael J. Aho</u>	By: <u>Jean Barwize pm</u>
<u>Michael J. Aho-District Administrator</u> [Print Name and Title here]	[Print Name and Title here]
ARCHITECT: WMB	LANDSCAPE ARCHITECT: CALA
WMB Architects: Tim Mattheis	Melissa Ruth
Date: _____	Date: <u>7/8/2024</u>
By: _____	By: <u>Melissa Ruth</u>
[Print Name and Title here]	[Print Name and Title here]

END OF DOCUMENT



BOBO
CONSTRUCTION, INC.

*SolRiver
5/20/24*

PCO #121.2

Bobo Construction Inc.
9722 Kent Street
Elk Grove, California 95624
Phone: (916) 383-7777

Project: 3258 - Village Park Renovations Project
7997 California Ave
Fair Oaks, California 95628

Prime Contract Potential Change Order #121: (T&M) RFI#128: V1 - (E) Elevations and Direction for Sewer Line Installation

TO:	Fair Oaks Recreation and Parks District 4150 Temescal Street Fair Oaks, California 95628	FROM:	Bobo Construction, Inc. 9722 Kent Street Suite A Elk Grove, California 95624
PCO NUMBER/REVISION:	121 / 2	CONTRACT:	BP#21-103 - Village Park Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Juan Barraza (Bobo Construction, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	7/19/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:	10 days	SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$29,107.00

POTENTIAL CHANGE ORDER TITLE: (T&M) RFI#128: V1 - (E) Elevations and Direction for Sewer Line Installation

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #128 - RFI#128: V1 - (E) Elevations and Direction for Sewer Line Installation

Provide pricing for new sanitary sewer per SIPPS approval. Include the following:

- new SS pre approved SIPPS plan
- Demo of existing SS per SIPPS plan

ATTACHMENTS:

#	Budget Code	Description	Amount
1	2-302.S Earthwork.Commitment	T&M 12/11 - 12/22 RCO 23	\$25,419.98
2	1-16.L Foreman.Labor	Jason W. 12/13/23	\$695.36
3	1-4.O Permits & Fees.Other	Permit Fees Sewer District	\$1,539.24
			Subtotal: \$27,654.58
Bobo Self Perform Markup (15.00% Applies to Labor, Rental Equipment, Materials, Burden, and Owned Equipment.):			\$104.30
Bobo Sub Markup (5.00% Applies to Commitment, Professional Services, and Other.):			\$1,348.12
			Grand Total: \$29,107.00

Tim Mattheis (WMB Architects Inc)
2000 L Street, Suite 125
Sacramento, California 95811

Fair Oaks Recreation and Parks District
4150 Temescal Street
Fair Oaks, California 95628

Bobo Construction, Inc.
9722 Kent Street Suite A
Elk Grove, California 95624

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------	-----------	------



Change Order: 1107 - 9 / Date: 2/27/2024
Project Number: 3258

Bobo Construction Inc.
9722 Kent Street
Elk Grove, CA
95624, US
(916) 383-7777

Prepared By:
Juan Barraza
(916) 383-7777
jbarraza@boboconstructioninc.com

Project: Village Park Renovations Project

Scope of Work

Bobo Labor Foreman 12/13/23

	Quantity	Unit Cost	Total Cost
Labor Foreman (Jason W.)	8 hrs	\$86.92	\$695.36
Permit Fees	1 ea	\$1,539.24	\$1,539.24
	--	--	\$2,234.60

Notes

Summary

Subtotal \$2,234.60

Accepted By

Date

\$2,234.60

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: VILLAGE PARK

PCO No:

Contractor: PUBLI CONSTRUCTION

Date work performed: 12-12-23

Superintendent: JOHN SCHMITZ

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Personnel:

Person
Name

Craft/Classification

Hours

Pay Rate

Total

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature John Schmitz Date 12/12/23 Check Box if Final T & M
(Contractor)

Acknowledgment Book Received Date 12-13-23

Acknowledgment Book Review Date 12-13-23

**Check Box if
Final T & M**

Acknowledgment Jack Koenig Date 12-13

1

White Copy - Construction Manager

Yellow Copy – Contractor

Pink Copy - Inspector of Record

T & M WAGE CHART

Prevailing Wage Rate Calculation

Date:

Fringes Benefits (does not increase for OT rates)												Burden (Employer Payments)									
No	Trade / Craft	G	Basic Hourly Rate	H	I	J	K	L	M	N	O	P	Q	R	S	T	U				
A	B	C	D	E	F	G	H	I	J	K	FICA	SDI	Workman Comp.	UI	FUTA	Total Burden	Total Hourly Rate	Profit	Total Billable Rate	Comments	
1	Laborer	3	\$34.80	\$9.30	\$13.36	\$3.05	\$0.28	\$25.99	\$0.50	\$61.29	\$4.69	\$0.78	\$3.68	\$3.80	\$0.49	\$13.44	\$74.73				
2	Carpenter		\$51.22	\$12.10	\$11.10	\$5.24	\$2.94	\$31.38	\$1.13	\$83.73	\$6.41	\$1.07	\$5.02	\$5.19	\$0.67	\$18.36	\$102.09				
3	Foreman		\$60.50	\$5.00	\$2.00	\$3.00	\$0.00	\$10.00	\$0.00	\$70.50	\$5.39	\$0.90	\$4.23	\$4.37	\$0.56	\$15.46	\$85.96				
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

Notes:

- I Insert Contractor's basic hourly rate, health & welfare, pension, vacation/holiday and other payments in columns "D to H", then add training to column "J". Subtotal straight and over time hourly rates will be calculated at column "K" which includes "Fringes Benefits". Please note that ONLY "basic hourly rates" will change for over time and all other "Fringe Benefits" remain the same as straight hourly rates.
- II Insert Contractor's workman compensation rate at lower section of columns "N" where shows "0.00%" for each contractor/trade. Total hourly rate including "Fringes Benefits" and all "Burdens" will be calculated at column "R". Since "Burden" are percentages of the "subtotal straight/OT hourly rates" they will increase for over time rates and will be calculated automatically by the spreadsheet.

Sewer Impact Fee - Permit and Calculation

Description of Work: 6" Tap to Manhole
Application Name: 6" Tap to Manhole at 7991 California Ave
Address: 7991 CALIFORNIA AVE, FAIR OAKS, CA 95628
Jurisdiction: UNINCORPORATED
Application No: SICC2023-00169
Parcel: 244-0171-029-0000
Applicant Name: Juan Barraza

Invoice	Fee Assess Date	Fee Item	Fee Due	Fee Paid	Date Paid
	12/13/2023	IT Recovery Fee	\$15.24	\$15.24	12/13/2023
1621839	12/13/2023	Tap Construction 6" Tap to Manhole.	\$1,524.00	\$1,524.00	12/13/2023
			Fees Due:	\$1,539.24	
			Fees Paid:	\$1,539.24	
			Current Balance Due:	\$0.00	

SEWER IMPACT FEES ARE NON-REFUNDABLE. ANY PAID FEES WILL RESIDE WITH THE PARCEL NUMBER IDENTIFIED ABOVE INDEFINITELY AND MAY BE APPLIED TO FUTURE DEVELOPMENTS.

THIS SEWER IMPACT FEE PERMIT TO CONNECT EXPIRES ONE YEAR FROM DATE PAYMENT IS RECEIVED.
 ADDITIONAL SEWER IMPACT FEES MAY BE REQUIRED IF THERE ARE CHANGES IN USE, or INCREASE IN SQUARE FOOTAGE

Contact Permit Services at: (916) 876-6100 and PermitServices@sacsewer.com



B&M Builders, Inc.
11330 Sunrise Park Drive, Ste. C
Rancho Cordova, CA 95742
Phone: (916) 638-8626
Fax: (916) 352-6944
Lic. No. 861848 A, B, C-8, C-10, C-12, C-20, C-27, C-31

Request for Change Order # 23.2

May 1, 2024

Bobo Construction, Inc.

Attn: Travis Nicholas

Project Name: Village Park Renovations

B&M Job #22-117

Request for Change Order

Dear Mr. Nicholas:

This proposed Request for Change Order is submitted pursuant to the Agreement between B&M Builders, Inc. and Bobo Construction, Inc.

B&M Builders, Inc. proposes to furnish all labor, equipment, and materials necessary to complete the scope of the work described below on a lump sum basis.

Scope: Underground Work Change Order T&M work performed by Civil Pacific, Inc. between December 11, 2023 – December 15, 2023.

• 12/11/2023 T&M - \$4,272.96	
• 12/11/2023 T&M - \$1,341.45	
• 12/12/2023 T&M - \$6,112.24	PCO 121
• 12/13/2023 T&M - \$4,383.63	\$24,209.50 Total
• 12/13/2023 T&M - \$1,440.05	\$1,210.48 Markup 5%
• 12/20/2023 T&M - \$5,435.15	
• 12/21/2023 T&M - \$7,739.23	
• 12/22/2023 T&M - \$2,378.53	
• 12/27/2023 T&M - \$1,758.51	
• B&M 5% Markup - \$1,743.09	\$25,419.98

~~Total of RCO 23.1: \$36,604.84~~

This proposal is in addition to the sum of the contract in the amount of ~~\$6,604.84~~. An extension of [7] working days to our contract time is required to perform this additional work.

This Request for Change Order only covers costs incurred by the Contractor in performing the work which is the subject hereof. We accordingly, reserve our rights to make claim for the extra cost and the extension of time associated with the delays to the Work and Job inefficiencies created by this Request for Change Order and its accumulative affect with other Change Orders and directives as can best be determined.

Approved and Authorized by:

(Signature)

(Print Name)

(Date)

CIVIL PACIFIC T&M WORK

Name B&M Builders, Inc
 Address 11330 Sunrise Park Drive Suite C
 City, St Zip Rancho Cordova, CA 95742

DATE PERFORMED: 12/11/2023
 JOBSITE: 220614
 7997 California Ave.
 Fair Oaks, CA 95628

DESCRIPTION OF WORK: TRAFFIC CONTROL / POTHOLE SEWER SERVICE - COR 23R

B.1

LABOR

Employee Information			Hours		Rates		Total Wages		
Date	Name	Craft	Reg	OT	Reg	OT	Reg	OT	Total
12/11/2023	FOREMAN		6.0		\$ 104.75	\$ 136.45	\$ 628.50	\$ -	\$ 628.50
12/11/2023	SKIDSTEER OPERATOR		6.0		\$ 97.10	\$ 125.11	\$ 582.60	\$ -	\$ 582.60
12/11/2023	GRADECHECKER		2.0		\$ 100.17	\$ 129.66	\$ 200.34	\$ -	\$ 200.34
12/11/2023	GENERAL LABORER		6.0		\$ 72.31	\$ 91.76	\$ 433.86	\$ -	\$ 433.86
12/11/2023	EXPEDITING: NOT T&M		0.0		\$ 82.72	\$ 93.44	\$ -	\$ -	\$ -
12/11/2023	DRIVER 2 AXLE TRUCK		3.0		\$ 81.25	\$ 102.40	\$ 243.75	\$ -	\$ 243.75
Notes :							LABOR SUBTOTAL : \$ 2,089.05		
							MARK UP & OH 10% \$ 208.91		
							LABOR TOTAL : \$ 2,297.96		

MATERIALS (rate includes local tax)

Date	Description	Invoice	Vendor	Qty	Unit	Rate	Amount
12/11/2023	FILL SAND	See attach	TRIANGLE	5.791	TN	\$ 18.56	\$ 107.48
Notes :							
See triangle invoice 73869153							

EQUIPMENT

Equipment Information				Hrs / Day	Rate	Total
Date	Description					
12/11/2023	F350 FOREMAN TRUCK			6.0	\$ 42.39	\$ 254.34
12/11/2023	F350 WORK TRUCK NOT T&M			0.0	\$ 42.39	\$ -
12/11/2023	F550 TOOL TRUCK			6.0	\$ 54.71	\$ 328.26
12/11/2023	F650 DUMP TRUCK			3.0	\$ 58.69	\$ 176.07
12/11/2023	500 GAL VACUUM TLR			6.0	\$ 48.72	\$ 292.32
12/11/2023	389 CAT SKID STEER			6.0	\$ 54.08	\$ 324.48
Notes :						

EQUIPMENT SUBTOTAL : \$ 1,375.47

MARKUP & OH 10% \$ 137.55

EQUIPMENT TOTAL : \$ 1,513.02

SAFETY ITEMS

Date	Description			24/HRS EA	Rate	Total
			No of Units			
12/11/2023	TEMP TRAFFIC SIGN STANDS			27.0	\$ 8.00	\$ 216.00
12/11/2023	TEMP TRAFFIC SIGNS			27.0	\$ 3.50	\$ 94.50
12/11/2023	32" TRAFFIC CONES			10.0	\$ 0.20	\$ 2.00
Notes :						

SAFETY ITEMS SUBTOTAL : \$ 312.50

MARKUP & OH 10% \$ 31.25

SAFETY ITEMS TOTAL : \$ 343.75

SUMMARY OF CHARGES

Notes :	LABOR : \$ 2,297.96
	MATERIALS : \$ 118.23
	EQUIPMENT : \$ 1,513.02
	SAFETY ITEMS : \$ 343.75
	TOTAL : \$ 4,272.96

CIVIL PACIFIC, INC.

GENERAL ENGINEERING & UTILITY
A MERIT COMPANY

Project Name:	Village Park	Report Date:	
Job #	220614	Date Performed:	12-11-2023
Reference #:		COR Ref #:	

EXTRA WORK DESCRIPTION

Set traffic control around the block. To close Park Dr. Pothole utilities and 4" Existing sewer service for new connection

LABOR				EQUIPMENT		
Name	Class	ST	OT	Description	Ref #	Hour
Raymunde Robles	Foreman	6		Work truck	CPY-931	6
Manti Barlow	Operator	5		Vacuum trailer	B3-067	6
Jorge Chigel	Laborer	6		Work truck	CBY-261	6
Loren Beebe	Driver	9		Dump truck	CP5-227	3
Oscar Chawes	Laborer	6		Skid steer	CPB-006	6

MATERIAL				MATERIAL			
Vendor	Description	Qty	Unit	Vendor	Description	Qty	Unit
Triangle Rock	Fill Sand.	5.79					
(Deliver Loren Beebe.)							
TICKET #	13040932						

SUBCONTRACTOR (Includes Trucking & Mob)

SUBCONTRACTOR (Includes Trucking & Mob)

Vendor/PO	Invoice #	Qty	Unit

Vendor/PO	Invoice #	Qty	Unit

only saw Manti Barlow on site for 2 hrs
verifying time only

John Schmitz

*Client Name & Signature

(*To confirm Labor, Equipment & Material used only)

Raymunde Robles

Supervisor Name & Signature

SHIP TO:

**TRIANGLE ROCK
PRODUCTS, LLC**

INVOICE

SOLD TO:
CIVIL PACIFIC INC
8628 ELDER CREEK RD
STE 200
SACRAMENTO, CA 95828

To ensure proper credit, please include remittance and
list invoice numbers on your check remittance and
send to:

Triangle Rock Products, LLC
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO:	3482953-6281926
INVOICE NO:	73869153
INVOICE DATE:	12/13/2023
INVOICE AMT.:	107.48
ORDER:	966757
DUE DATE:	01/15/2024

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TAXES:	PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	Pay this AMOUNT:
CALIFORNIA	6.00%	5.98	7.73	89.75	
SACRAMENTO	1.25%	1.25		TOTAL FREIGHT:	
TRANSPORTATION AUTHORITY	0.50%	0.50		0.00	
				TOTAL OTHER:	
				10.00	\$107.48
					TERMS
					NET 15TH PROX - Payable in full by the 15th of each month following month of shipment

INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB	PICKUP	ADDED CHARGES				
									PRODUCT	FREIGHT	UOM	QTY	PRICE
73869153	12/13/2023	3482953-6281926	5124-132	SACRAMENTO SAND & GRAVEL	966757								

HIP DATE	TICKET	VEHICLE	CLASS	TICKET DETAIL	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE
21/11/2023	13040932	CIVIL	STANDARD STANDARD	31202 ENV/FEE	FILL SAND Environmental Fee -Agg & Asphalt	T	5.79	15.50	L	1.00	10.00			89.75 10.00

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!
 Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, invoices are sent in one easy to open file directly to your inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

CIVIL PACIFIC T&M WORK

DATE PERFORMED: 12/13/2023

JOBSITE: 220614

7997 California Ave.

Fair Oaks, CA 95628

Name B&M Builders, Inc
 Address 11330 Sunrise Park Drive Suite C
 City, St Zip Rancho Cordova, CA 95742

DESCRIPTION OF WORK: POTHOLE SEWER SERVICE & BACKFILLED COR 23r

B.1Revised

LABOR

Employee Information			Hours		Rates		Total Wages		
Date	Name	Craft	Reg	OT	Reg	OT	Reg	OT	Total
12/13/2023	FOREMAN		5.0		\$ 104.75	\$ 136.45	\$ 523.75	\$ -	\$ 523.75
12/13/2023	EXCAVATOR OPERATOR		5.0		\$ 103.56	\$ 134.69	\$ 517.80	\$ -	\$ 517.80
12/13/2023	GENERAL LABORER		5.0		\$ 72.31	\$ 91.76	\$ 361.55	\$ -	\$ 361.55

Notes :

LABOR SUBTOTAL : \$ 1,403.10

MARK UP & OH 10% \$ 140.31

LABOR TOTAL : \$ 1,543.41

MATERIALS (rate includes local tax)

Date	Description	Invoice	Vendor	Qty	Unit	Rate	Amount
12/13/2023	Supplies		PACE SUPPLY	1	LS	\$ 1,040.74	\$ 1,040.74
12/13/2023	60 lb Quikcrete		White Cap	10	EA	\$ 35.12	\$ 351.20
12/13/2024	60 lb Rapid set concrete		White Cap	2	EA	\$ 24.34	\$ 48.68

Notes :

MATERIAL SUBTOTAL : \$ 1,440.62

Pace Invoices 069128638-54 & 069137488-54

White Cap invoice 50024856710

MATERIAL TOTAL : \$ 1,584.68

EQUIPMENT

Equipment Information					Hrs / Day	Rate	Total
Date	Description						
12/13/2023	F550 TOOL TRUCK				5.0	\$ 54.71	\$ 273.55
12/13/2023	500 GAL VACUUM TLR				5.0	\$ 48.72	\$ 243.60
12/13/2023	CAT 308 CR EXCAVATOR W/ BUCKET				5.0	\$ 62.35	\$ 311.75

Notes :

EQUIPMENT SUBTOTAL : \$ 828.90

MARKUP & OH 10% \$ 82.89

EQUIPMENT TOTAL : \$ 911.79

SAFETY ITEMS

Date	Description				24/HRS EA No of Units	Rate	Total
12/13/2023	TEMP TRAFFIC SIGN STANDS				27.0	\$ 8.00	\$ 216.00
12/13/2023	TEMP TRAFFIC SIGNS				27.0	\$ 3.50	\$ 94.50
12/13/2023	32" TRAFFIC CONES				10.0	\$ 0.20	\$ 2.00

Notes :

SAFETY ITEMS SUBTOTAL : \$ 312.50

MARKUP & OH 10% \$ 31.25

SAFETY ITEMS TOTAL : \$ 343.75

SUMMARY OF CHARGES

Notes :	LABOR :	\$ 1,543.41
	MATERIALS :	\$ 1,584.68
	EQUIPMENT :	\$ 911.79
	SAFETY ITEMS :	\$ 343.75
	TOTAL :	\$ 4,383.63

CIVIL PACIFIC, INC.

GENERAL ENGINEERING & UTILITY

A MERIT COMPANY

Project Name:	Village Park Reno.	Report Date:	
Job #	220614	Date Performed:	12-13-2023
Reference #:		COR Ref #:	

EXTRA WORK DESCRIPTION

pothole existing 4" Sewer line - feet & cap. 4" Sewer.
OK per (Dennis county insp.) Back fill & clean up.

LABOR				EQUIPMENT			
Name	Class	ST	OT	Description	Ref #	Hours	
Raymundo Robles	Foremen	5		Work truck.	CP4-934	5	
Jorge Origel	Operator	5		Excavator	CP18-(446)	8	
Oscar Chavez	Laborer	5		Vacuum trailer	B3-067	5'	

MATERIAL				MATERIAL			
Vendor	Description	Qty	Unit	Vendor	Description	Qty	Unit
41250PS							
PACE	2-4" Caps.	2					
	1 concret bag.	1					

SUBCONTRACTOR (Includes Trucking & Mob)				SUBCONTRACTOR (Includes Trucking & Mob)			
Vendor/PO	Invoice #	Qty	Unit	Vendor/PO	Invoice #	Qty	Unit

Verify time only
John Schmitz

*Client Name & Signature

(*To confirm Labor, Equipment & Material used only)

Raymundo Robles
Supervisor Name & Signature

PACE Supply Corp
P O Box 6407
Rohnert Park, CA 94927-6407

INVOICE DATE	INVOICE #
12/12/23	069128638

DATE SHIPPED	CUSTOMER #
12/12/23	36480-54

Branch Contact: 916-386-8347 FAX: 916-386-8674
Accounting & Credit: 855-306-5689

SHIP TO

CIVIL PACIFIC / 220614
** VILLAGE PARK RENOVATION**
PO BOX 276123
SACRAMENTO, CA 95827

CIVIL PACIFIC / 220614
7997 CALIFIRONA AVE
FAIR OAKS, CA 95628

CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA PICK UP	TERMS			TAXAB ITEM
			2%	10TH NET	25TH	
PSF44 4 SDR35 45 ELL SOLVENT WELD			2	2	5.0000	10.00
PSF94 4 SDR35 90 ELL SOLVENT WELD			1	1	6.0000	6.00
PSFG96 6 SDR35 90 ELL GASKETED			1	1	36.0000	36.00
PSFGE64 6 SPG X 4 SDR35 ECC BUSH GASKETED			1	1	29.0000	29.00
⚠ WARNING: The products you have purchased can expose you to chemicals and/or substances, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov						
Remit to: PACE Supply Corp P.O. Box 6407 Rohnert Park, CA 94927-6407 DUE TO THE SUSTAINED SURGE IN FUEL PRICES, EFFECTIVE IMMEDIATELY, WE ARE INCREASING OUR STANDARD DELIVERY FEE FROM \$10 TO \$15. LIMIT ONE FEE PER DAY, PER JOB.						

THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE	GROSS	TAX%	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
	81.00	8.750	7.09	0.00	0.00	88.00

TO VIEW ONLINE GO TO: https://pacesupply.billtrust.com	USE THIS ENROLLMENT TOKEN: LMR BVZ BKS	BILLTRUST ACCOUNT #	36480
---	--	---------------------	-------

A discount amount of 1.76 is offered if your payment via check, ACH or cash is received by 01/10/2024

Material Signed for by: Lorin 12/11/23

PACE Supply Corp
P O. Box 6407
Rohnert Park, CA 94927-6407

PACE supply

INVOICE

INVOICE DATE	INVOICE #	PAGE
12/14/23	069137488	1 of 1

DATE SHIPPED	CUSTOMER #
12/14/23	36480-54

Branch Contact: 916-386-8347 FAX: 916-386-8674
Accounting & Credit: 855-306-5689

SHIP TO

CIVIL PACIFIC / 220614
** VILLAGE PARK RENOVATION**
PO BOX 276123
SACRAMENTO, CA 95827

CIVIL PACIFIC / 220614
7997 CALIFIRONA AVE
FAIR OAKS, CA 95628

CUSTOMER PURCHASE ORDER 220614	JOB NAME	SHIPPED VIA PICK UP	TERMS 2%10TH NET 25TH		TAXAB ITEMS
			ORDER	SHIP	
LEN32L 2 BI-METAL HOLE SAW LENOX			1	1	12.0000
CHCN36BOX N36 BOX CONCRETE 17-1/4*30 B36			2	2	82.0000
PWIB36SW N36 B36 COVER STEEL CHECKER WATER			2	2	350.0000
⚠ WARNING: The products you have purchased can expose you to chemicals and/or substances, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov					
Remit to: PACE Supply Corp P.O. Box 6407 Rohnert Park, CA 94927-6407 DUE TO THE SUSTAINED SURGE IN FUEL PRICES, EFFECTIVE IMMEDIATELY, WE ARE INCREASING OUR STANDARD DELIVERY FEE FROM \$10 TO \$15. LIMIT ONE FEE PER DAY, PER JOB.,					

THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE	GROSS	TAX%	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
	876.00	8.750	76.65	0.00	0.00	952.65

TO VIEW ONLINE GO TO: <https://pacesupply.billtrust.com> USE THIS ENROLLMENT TOKEN: LMR BVZ BKS BILLTRUST ACCOUNT # 36480

A discount amount of 19.05 is offered if your payment via check, ACH or cash is received by 01/10/2024
Material Signed for by: Beto 12/13/23

WHITE CAP®

White Cap, L P
PO Box 4944
Orlando, FL 32802-4944

BRANCH ADDRESS

020 - NORTH HIGHLANDS
(916) 348-7759
4550 ROSEVILLE RD
NORTH HIGHLANDS CA 95660
SACRAMENTO

INVOICE NUMBER

50024856710

INVOICE DATE

12/14/2023

CUSTOMER PO NUMBER

220614

TO VIEW AND PAY ONLINE GO TO:
http://whitecap.billtrust.com
ENROLLMENT TOKEN:
FSR BWZ GTM

TERRITORY:

SHIP TO: 10003812748

MAKE CHECKS PAYABLE TO

White Cap, L.P.
P.O. BOX 6040
CYPRESS, CA 90630-0040

SOLD TO: 10000449028

CIVIL PACIFIC INC.
8628 ELDER CREEK RD STE 200
SACRAMENTO CA 95828

CIVIL PACIFIC ENG. & UTILITY 129451/YARD
8628 ELDER CREEK RD STE 200
SACRAMENTO CA 95828

ORDER DATE	ORDER NO	ORDERED BY	ACCOUNT MANAGER	TAKEN BY	
12/14/2023	56736110	RAYMUNDO ROBLES	VASQUEZ, DIEGO H	MALDONADO JORGE L	
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB	
020	10003812748	NET 30 DAYS	• WILL CALL	CIVIL PACIFIC EI	
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO
0	HDRDESC	***** DELIVERY TAG#: 27531793 *****	1	0	0
1	6876405	REUSABLE CORDED ROCKET EARPLUGS 50 PR/BOX MOLDEX	50	2.99 PR	0
2	433RSCM60	60LB BAG GREEN RAPID SET CONCRETE MIX CTS	2	22.59 BAG	0
3	227AP60	60LB ASPHALT COLD PATCH QUIKRETE	10	32.59 BAG	0

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

Pay your invoices online by visiting: <https://whitecap.billtrust.com>

Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

For questions regarding this invoice please call 1-866-857-0295

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit <https://www.whitecap.com/terms/terms-conditions-of-sale-terms> to view complete terms and conditions.

TOTAL GROSS	520
TOTAL TAX	40
TOTAL SHIPPING AND HANDLING	0

TOTAL INVOICE 560

RECEIVED BY: RAYMUNDO ROBLES

SIGNATURE COPY ON FILE

CIVIL PACIFIC, INC.

GENERAL ENGINEERING & UTILITY
A MERIT COMPANY

Project Name:	Village Park	Report Date:	
Job #	220614	Date Performed:	12-13-2023
Reference #:		COR Ref #:	

EXTRA WORK DESCRIPTION

Temporary Patch Repair. Pothole water main to close the corpstop. on existing 1½ service Back fill trench & Temporary Patch Pav. & Patch Pav. 1½ new service.

LABOR

EQUIPMENT

Name	Class	ST	OT	Description	Ref #	Hours
Raymundo Robles	Foremen	3		Work truck	CP4-934	3
Jorge Origel	Operator	3		Skid steer.	CP8-006	8
Oscar Chavez	Laborer	3		Vacuum trailer	B3-067	3

MATERIAL

MATERIAL

Vendor	Description	Qty	Unit	Vendor	Description	Qty	Unit

SUBCONTRACTOR (Includes Trucking & Mob)

SUBCONTRACTOR (Includes Trucking & Mob)

Vendor/PO	Invoice #	Qty	Unit	Vendor/PO	Invoice #	Qty	Unit

Verify time and
J. Shantz

*Client Name & Signature

(*To confirm Labor, Equipment & Material used only)

Raymundo Robles
Supervisor Name & Signature

CIVIL PACIFIC T&M WORK**DATE PERFORMED:** 12/20/2023

JOBSITE: 220614

7997 California Ave.

Fair Oaks, CA 95628

Name B&M Builders, Inc
 Address 11330 Sunrise Park Drive Suite C
 City, St Zip Rancho Cordova, CA 95742

DESCRIPTION OF WORK: TRAFFIC CONTROL SET UP / SAW CUT ASPHALT / PICKUP PLACE AND INSTAL TRE

B.1

COR 23r Sewer

LABOR

Employee Information			Hours		Rates		Total Wages		
Date	Name	Craft	Reg	OT	Reg	OT	Reg	OT	Total
12/20/2023	FOREMAN		8.0		\$ 104.75	\$ 136.45	\$ 838.00	\$ -	\$ 838.00
12/20/2023	MINI EXCAVATOR OPERATOR		8.0		\$ 97.10	\$ 125.11	\$ 776.80	\$ -	\$ 776.80
12/20/2023	GENERAL LABORER		8.0		\$ 72.31	\$ 91.76	\$ 578.48	\$ -	\$ 578.48
12/20/2023	DRIVER 3 AXLE TRUCK		4.0		\$ 81.60	\$ 102.93	\$ 326.40	\$ -	\$ 326.40

Notes :

LABOR SUBTOTAL : \$ 2,519.68

MARK UP & OH 10% \$ 251.97

LABOR TOTAL : \$ 2,771.65

MATERIALS (rate includes local tax)

Date	Description	Invoice	Vendor	Qty	Unit	Rate	Amount
12/20/2023	3/4 CRUSHED ROCK	13041716	Triangle Rock	12.23	TN	\$ 20.82	\$ 254.63
Notes :							
MATERIAL SUBTOTAL : \$ 254.63							
MARK-UP : 10% \$ 25.46							
MATERIAL TOTAL : \$ 280.09							

EQUIPMENT

Equipment Information				Hrs / Day	Rate	Total
Date	Description					
12/20/2023	F350 FOREMAN TRUCK			8.0	\$ 42.39	\$ 339.12
12/20/2023	F550 TOOL TRUCK			8.0	\$ 54.71	\$ 437.68
12/20/2023	3 AXLE DUMP TRUCK			4.0	\$ 93.59	\$ 374.36
12/20/2023	DUMP TLR			8.0	\$ 23.66	\$ 189.28
12/20/2023	KOMATSU PC 55 EXCAVATOR W/ BUCKET			8.0	\$ 51.23	\$ 409.84

Notes :

EQUIPMENT SUBTOTAL : \$ 1,750.28

MARKUP & OH 10% \$ 175.03

EQUIPMENT TOTAL : \$ 1,925.31

SAFETY ITEMS

Date	Description				24/HRS EA	Rate	Total
				No of Units			
12/20/2023	TEMP TRAFFIC SIGN STANDS			27.0	\$ 8.00	\$ 216.00	
12/20/2023	TEMP TRAFFIC SIGNS			27.0	\$ 3.50	\$ 94.50	
12/20/2023	32" TRAFFIC CONES			10.0	\$ 0.20	\$ 2.00	
12/20/2023	34-55 x 5.0 Plywood Mntd			3.0	\$ 27.29	\$ 81.87	
12/20/2023	SPEED SHORE PUMP W/ TOOL			1.0	\$ 22.08	\$ 22.08	

Notes :

SAFETY ITEMS SUBTOTAL : \$ 416.45

MARKUP & OH 10% \$ 41.65

SAFETY ITEMS TOTAL : \$ 458.10

SUMMARY OF CHARGES

Notes :	LABOR : \$ 2,771.65
	MATERIALS : \$ 280.09
	EQUIPMENT : \$ 1,925.31
	SAFETY ITEMS : \$ 458.10
	TOTAL : \$ 5,435.15

CIVIL PACIFIC, INC.

GENERAL ENGINEERING & UTILITY
A MERIT COMPANY

Project Name:	Report Date:
Job # 220614	Date Performed: 12 - 20 - 2023
Reference #:	COR Ref #:

EXTRA WORK DESCRIPTION

Set traffic control around the block to close Park L
 Pickup shoring from National trench Safety.
 Saw cut Asphalt from manhole to edge of street.
 Dig to grade and install shoring and trench Plates. (Pins)

LABOR				EQUIPMENT		
Name	Class	ST	OT	Description	Ref #	Hou
Raymundo Robles	Foreman	8		Work truck	CP4-934	8
Jorge Origel	Operator	8		Dump trailer	CP3-064	8
Loren Beebe Jr.	Driver	4		Excavator	CP18-107	8
Oscar Chavez	Laborer	8		10 YD. Dump truck	CP5144	4
				Work truck	CP4-261	8

MATERIAL				MATERIAL			
Vendor	Description	Qty	Unit	Vendor	Description	Qty	Un
Triangle Rock	3/4 Crush Rock	12.23					
	Ticket #	13041716					

SUBCONTRACTOR (Includes Trucking & Mob)				SUBCONTRACTOR (Includes Trucking & Mob)			
Vendor/PO	Invoice #	Qty	Unit	Vendor/PO	Invoice #	Qty	Un

Verify time only

*Client Name & Signature

(*To confirm Labor, Equipment & Material used only)

Supervisor Name & Signature



SHIP TO:

VILLAGE PARK
FAIR OAKS
FOB SACRAMENTO*
VARIOUS LOCATIONS
SACRAMENTO, CA 95830

SOLD TO:

CIVIL PACIFIC INC.
8628 ELDER CREEK RD
STE 200
SACRAMENTO, CA 95828

INVOICE

CUSTOMER NO.:	3482953-6281926
INVOICE NO.:	73877871
INVOICE DATE:	12/22/2023
ORDER:	254.57
DUE DATE:	01/15/2024

To ensure proper credit, please include remittance and or
list invoice numbers on your check remittance and or
send to:

Triangle Rock Products, LLC
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

voices not paid according to our credit terms will be assessed a
Finance Charge. Customer shall pay all costs of collection
including but not limited to a reasonable attorney's fee for services
rendered by suit or otherwise in collecting past due invoices.

TAXES:	PERCENT:	AMOUNT:	SALESTAX:	TOTAL PRODUCT:	226.26
CALIFORNIA	6.00%	14.18	18.31	TOTAL FREIGHT:	
SACRAMENTO	1.25%	2.95		0.00	
TRANSPORTATION AUTHORITY	0.50%	1.18			
				TOTAL OTHER:	10.00
					\$254.57

REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS
			NET/15THPROX - Payable in full by the 15th of each month following month of shipment

INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FREIGHT	ADDED CHARGES	AMOUNT					
73877871	12/22/2023	3482953-6281926	5124-132	SACRAMENTO SAND & GRAVEL	966757									
IP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE
2022023	130-41716	42115	BOB 10W BOB 10W	26072 ENVFEE	3/4IN CR Environmental Fee - Agg & Asphalt	T	12.23	18.50	L	1.00	10.00	226.26	10.00	

PO
CLASS
ACCT
JOB/EQ
ITEM

\$ 254.57

ENTERED JAN 02 2024

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!
Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email invoices are sent in one easy to open file directly to your inbox. To sign up contact us at
help@vmcmail.com or call us at 1-800-777-8752.



**NATIONAL
TRENCH SAFETY**

Sacramento
2924 47th Avenue
Sacramento CA 95824-2432
United States

Civil Pacific, Inc.
8628 Elder Creek Rd. Suite 200
Sacramento CA 95828
United States

Dispatch Inquiry 800-548-0688
Billing Inquiry 888-833-3777

Invoice

Invoice Number:

75972

Date:

12/26/2023

Project Name: 220614/Fair Oaks
Ordered By: Beto Robles
Phone: (916)531-9929
Job Site Location:
7997 California Ave
Fair Oaks CA 95628
United States

Job#: Village Park
PO Number: 220614
JS Contact: Beto Robles
Job Site Phone: (916)531-9929

Office Phone: (916)329-8862
Cust ID: N020021180

Sales Person: Mac Warmerdam macwarmerdam@ntsfatety.com

Delivery Instructions:

4238 Main St

WILL CALL

Rental Contract Number: RC00614661

Contract Start Date: 12/20/2023

Status	Qty	Item Description and Rate	Days	From Date	Thru Date	Rate	Rate Ext
Rent Stopped	3.00	34-55 x 5.0 Plywood Mntd \$27.28/Day \$81.85/Week \$245.56/4 Week 1 DAYS MIN	2	12/20/2023	12/21/2023	\$54.57	\$163.71
Rent Stopped	1.00	QS Multi-Stage Quik Pump \$15.33/Day \$46.00/Week \$138.00/4 Week 1 DAYS MIN S/N#QP3388D	2	12/20/2023	12/21/2023	\$30.67	\$30.67
Rent Stopped	1.00	36 in. QS Release Tool \$6.74/Day \$20.22/Week \$60.66/4 Week 1 DAYS MIN	2	12/20/2023	12/21/2023	\$13.48	\$13.48

Qty	Description	Reg Rate	Labor Subtotal
1.00	Will Call 12/26/23 IN shores, pump & tool	\$0.00	\$0.00

PO _____
CLASS _____
ACCT 50420
JOB/EQ 220614
ITEM _____
\$ 207.86

ENTERED JAN 25 2024

TERMS: C.O.D. Accounts, Deposit Estimate Due Upon Delivery. Credit Accounts are due and payable net 30 days from invoice date. This invoice is subject to additional terms and conditions printed on the reverse side hereof, limiting the seller's warranty, obligations and excluding liability for consequential damages.

Please Remit Payment to:
National Trench Safety
P.O.Box 51373
Los Angeles, CA 90051-5673

G P S
G P S

Rental: \$207.86

Waiver: \$0.00

Discount: \$0.00

Sales Tax: \$0.00

Other: \$0.00

Total Amount: \$207.86

CIVIL PACIFIC T&M WORK

DATE PERFORMED: 12/21/2023

JOBSITE: 220614

7997 California Ave.

Fair Oaks, CA 95628

Name B&M Builders, Inc
 Address 11330 Sunrise Park Drive Suite C
 City, St Zip Rancho Cordova, CA 95742

DESCRIPTION OF WORK: PERFORM 4" SEWER TIE IN AND START BACKFILL

COR 23r Sewer

B.1

LABOR

Employee Information			Hours		Rates		Total Wages		
Date	Name	Craft	Reg	OT	Reg	OT	Reg	OT	Total
12/21/2023	FOREMAN		8.0	1.0	\$ 104.75	\$ 136.45	\$ 838.00	\$ 136.45	\$ 974.45
12/21/2023	MINI EXCAVATOR OPERATOR		8.0	1.0	\$ 97.10	\$ 125.11	\$ 776.80	\$ 125.11	\$ 901.91
12/21/2023	GENERAL LABORER		8.0	1.0	\$ 72.31	\$ 91.76	\$ 578.48	\$ 91.76	\$ 670.24

Notes :

LABOR SUBTOTAL : \$ 2,546.60

MARK UP & OH 10% \$ 254.66

LABOR TOTAL : \$ 2,801.26

MATERIALS (rate includes local tax)

Date	Description	Invoice	Vendor	Qty	Unit	Rate	Amount
12/21/2023	Sewer Pipe & Supplies	Various	Pace	1	LS	\$ 933.08	\$ 933.08
12/21/2023	60 lb Asphalt Cold Patch		White Cap	10	EA	\$ 35.12	\$ 351.15

Notes :

MATERIAL SUBTOTAL : \$ 1,284.23

MARK-UP : 10% \$ 128.42

MATERIAL TOTAL : \$ 1,412.65

EQUIPMENT

Date	Description	Hrs / Day	Rate	Total
12/21/2023	F350 FOREMAN TRUCK	9.0	\$ 42.39	\$ 381.51
12/21/2023	F550 TOOL TRUCK	9.0	\$ 54.71	\$ 492.39
12/21/2023	F650 DUMP TRUCK	9.0	\$ 58.69	\$ 528.21
12/21/2023	500 GAL VACUUM TLR	9.0	\$ 48.72	\$ 438.48
12/21/2023	KOMATSU PC 55 EXCAVATOR W/ BUCKET	9.0	\$ 51.23	\$ 461.07
12/21/2023	289 CAT SKID STEER	9.0	\$ 54.08	\$ 486.72
			\$ -	

Notes :

EQUIPMENT SUBTOTAL : \$ 2,788.38

MARKUP & OH 10% \$ 278.84

EQUIPMENT TOTAL : \$ 3,067.22

SAFETY ITEMS

Date	Description	24/HRS EA No of Units	Rate	Total
12/21/2023	TEMP TRAFFIC SIGN STANDS	27.0	\$ 8.00	\$ 216.00
12/21/2023	TEMP TRAFFIC SIGNS	27.0	\$ 3.50	\$ 94.50
12/21/2023	32" TRAFFIC CONES	10.0	\$ 0.20	\$ 2.00
12/21/2023	34-55 x 5.0 Plywood Mntd	3.0	\$ 27.29	\$ 81.87
12/21/2023	SPEED SHORE PUMP W/ TOOL	1.0	\$ 22.08	\$ 22.08

Notes :

SAFETY ITEMS SUBTOTAL : \$ 416.45

MARKUP & OH 10% \$ 41.65

SAFETY ITEMS TOTAL : \$ 458.10

SUMMARY OF CHARGES

Notes :	LABOR : \$ 2,801.26
	MATERIALS : \$ 1,412.65
	EQUIPMENT : \$ 3,067.22
	SAFETY ITEMS : \$ 458.10
	TOTAL : \$ 7,739.23

CIVIL PACIFIC, INC.

GENERAL ENGINEERING & UTILITY
A MERIT COMPANY

Project Name:	Village Park.	Report Date:	
Job #	220614	Date Performed:	12-21-2023
Reference #:		COR Ref #:	

EXTRA WORK DESCRIPTION

Vacuum water & Mud out of Sewer trench.
 Rock bed and remove trench Plates for SASD..
 Connect to new 6" Clay tap. Install 6" SDR 26 Pipe & Clean
 12" Rock on top of pipe detectable tape. and back fill
 street section!

LABOR

EQUIPMENT

Name	Class	ST	OT	Description	Ref #	Hours
Raymundo Robles Foreman	8	1		Work truck. skid steer.	CP4-934 CP8-006	9 9
Jorge Origel Operator	8	1		Excavator	CP18-107	9
				Work truck	CP4-261	9
Oscar Chavez. Laborer.	8	1		Dump truck. vacuum trailer	CPS-227 B3-067	9 9

MATERIAL

MATERIAL

Vendor	Description	Qty	Unit	Vendor	Description	Qty	Unit
National Saftey	Shoring	3					

SUBCONTRACTOR (Includes Trucking & Mob)

SUBCONTRACTOR (Includes Trucking & Mob)

Vendor/PO	Invoice #	Qty	Unit	Vendor/PO	Invoice #	Qty	Unit

Varby me only
JL Shultz

*Client Name & Signature

(*To confirm Labor, Equipment & Material used only)

Raymundo Robles

Supervisor Name & Signature

PACE Supply Corp
P.O. Box 6407
Rohnert Park, CA 94927-6407



INVOICE

INVOICE DATE	INVOICE #	PAGE
12/22/23	069155709	1 of 1

DATE SHIPPED	CUSTOMER #
12/22/23	36480-54

Branch Contact: 916-386-8347 FAX: 916-386-8674
Accounting & Credit: 855-306-5689

SHIP TO

CIVIL PACIFIC / 220614
** VILLAGE PARK RENOVATION**
PO BOX 276123
SACRAMENTO, CA 95827

CIVIL PACIFIC / 220614
7997 CALIFORNIA AVE
FAIR OAKS, CA 95628

CUSTOMER PURCHASE ORDER 220614	JOB NAME	SHIPPED VIA PICK UP	TERMS 2%10TH NET 25TH	TAXABLE ITEMS	
PART/DESCRIPTION		ORDER	SHIP	UNIT PRICE	EXTENSION
CHRGRIPPERPLUG4 270-245 4 GRIPPER PLUG CHERNE		2	2	8.0000	16.00
FER5644RC 4 CI/PL*CI/PL COUPLING W/SR FERNCO		2	2	26.0000	52.00
CHCG5TBOX G5 BOX CONCRETE TRAFFIC 10-3/8ID*12		2	2	52.0000	104.00
CHCG5CS G5 LID CI SEWER TRAFFIC BOLT DOWN		2	2	42.0000	84.00
FORC4466QNL 1 1/2 CTS Q LF BRS COMP CPLG FORD		1	1	115.0000	115.00
FORC8466QNL 1 1/2 MIP X COMP CTS Q LF BRS CPLG FORD		4	4	85.0000	340.00
COPKSOFT11260 11/2*60 TYPE K SOFT COPPER PIPE		60	60	17.2500	1035.00
MORCONCRETE60 60LB BAG QUIKRETE CONCRETE MIX 1101-60		10	10	8.0000	80.00
△ WARNING: The products you have purchased and/or substances, which are known to the State of California to cause cancer, birth defects or other reproductive harm. For more information go to: www.P65Warnings.ca.gov					
005					

THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE	GROSS
	1826.00

G & NG	OTHER CHARGES	INVOICE TOTAL
0.00	0.00	1885.78

TO VIEW ONLINE GO TO: <https://pacesupply.billtrust.com> USE T

A discount amount of 39.72 is o

Payment via check, ACH or cash is received by 01/10/2024.

Material Signed for by: Jior 12/21/23

PACE Supply Corp
P.O. Box 6407
Rohnert Park, CA 94927-6407



INVOICE

INVOICE DATE	INVOICE #	PAGE
12/22/23	069156849	1 of 1

DATE SHIPPED	CUSTOMER #
12/22/23	36480-54

Branch Contact: 916-386-8347 FAX: 916-386-8674
Accounting & Credit: 855-306-5689

SHIP TO

CIVIL PACIFIC / 220614
** VILLAGE PARK RENOVATION**
PO BOX 276123
SACRAMENTO, CA 95827

CIVIL PACIFIC / 220614
7997 CALIFORNIA AVE
FAIR OAKS, CA 95628

A11 C0R 23r
Scwr

CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA PICK UP	TERMS 2%10TH NET 25TH		TAXABLE ITEMS
			ORDER	SHIP	
PVPSDR266 6X14 PVC SDR26 GASKETED SEWER PIPE			28	28	9.0000
FER0266WCRC 6 CLAY*CI/PL CPLG W/SR WEST COAST FERNCO			1	1	79.0000
PHWGS46 6 SDR26 SPG X GASKETED 45 ELL			3	3	37.0000
PHWGY64 6 X 4 SDR26 WYE GASKETED			1	1	80.0000
▲ WARNING: The products you have purchased can expose you to chemicals and/or substances, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov					
Remit to: PACE Supply Corp P.O. Box 6407 Rohnert Park, CA 94927-6407 DUE TO THE SUSTAINED SURGE IN FUEL PRICES, EFFECTIVE IMMEDIATELY, WE ARE INCREASING OUR STANDARD DELIVERY FEE FROM \$10 TO \$15. LIMIT ONE FEE PER DAY, PER JOB.,					

THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE	GROSS	TAX%	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
	522.00	8.750	45.68	0.00	0.00	567.68

TO VIEW ONLINE GO TO: <https://pacesupply.billtrust.com> USE THIS ENROLLMENT TOKEN: LMR BVZ BKS BILLTRUST ACCOUNT #: 36480

A discount amount of 11.35 is offered if your payment via check, ACH or cash is received by 01/10/2024.
Material Signed for by: Betto 12/21/23

WHITE CAP®

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

INVOICE

BRANCH ADDRESS

020 - NORTH HIGHLANDS
(916) 348-7759
4550 ROSEVILLE RD
NORTH HIGHLANDS CA 95660
SACRAMENTO

INVOICE NUMBER

10019247768

INVOICE DATE

12/21/2023

CUSTOMER PO NUMBER

220614

TO VIEW AND PAY ONLINE GO TO:

<http://whitecap.billtrust.com>

ENROLLMENT TOKEN:

FSR BWZ GTM

TERRITORY:

SHIP TO: 10003812748

MAKE CHECKS PAYABLE TO:

White Cap, L.P.
P.O. BOX 6040
CYPRESS, CA 90630-0040

SOLD TO: 10000449028

CIVIL PACIFIC INC.
8628 ELDER CREEK RD STE 200
SACRAMENTO CA 95828

CIVIL PACIFIC ENG & UTILITY 129451/YARD
8628 ELDER CREEK RD STE 200
SACRAMENTO CA 95828

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
12/21/2023	56852799	RAYMUNDO ROBLES	VASQUEZ, DIEGO H	SINGH, DRON				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING					CUSTOMER JOB NO.
020	10003812748	NET 30 DAYS	5. WALK IN					CIVIL PACIFIC ENG
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
1	104TB	BEIGE TERRY SNAP-ON BAND HARD HAT OCCUNOMIX	12	3.19 EA	0	12	38.28	2.97
2	227AP60	60LB ASPHALT COLD PATCH QUIKRETE	10	32.59 BAG	0	10	325.90	25.25

PO _____
 CLASS _____
 ACCT 50200 63250
 JOB/EQ 220614
 ITEM _____
 \$ 351.15 41.25

ENTERED JAN 26 2024

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at [About.WhiteCap.com](#)

Pay your invoices online by visiting: <https://whitecap.billtrust.com>

Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

For questions regarding this invoice please call 1-866-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit <https://www.whitecap.com/terms/terms-conditions-of-sale-terms> to view complete terms and conditions.

RECEIVED BY:

SIGNATURE COPY ON FILE

TOTAL GROSS	364.18
TOTAL TAX	28.22
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	392.40



**NATIONAL
TRENCH SAFETY**

Sacramento
2924 47th Avenue
Sacramento CA 95824-2432
United States

Invoice

Invoice Number:

75972

Date:

12/26/2023

Civil Pacific, Inc.
8628 Elder Creek Rd. Suite 200
Sacramento CA 95828
United States

Dispatch Inquiry 800-548-0688
Billing Inquiry 888-833-3777

Project Name: 220614/Fair Oaks
Ordered By: Beto Robles
Phone: (916)531-9929
Job Site Location:
7997 California Ave
Fair Oaks CA 95628
United States

Job#: Village Park
PO Number: 220614
JS Contact: Beto Robles
Job Site Phone: (916)531-9929

Office Phone: (916)329-8862
Cust ID: N020021180

Sales Person: Mac Warmerdam macwarmerdam@ntsfatety.com

Delivery Instructions:

4238 Main St

WILL CALL

Rental Contract Number: RC00614661

Contract Start Date: 12/20/2023

Status	Qty	Item Description and Rate	Days	From Date	Thru Date	Rate	Rate Ext
Rent Stopped	3.00	34-55 x 5.0 Plywood Mntd \$27.28/Day \$81.85/Week \$245.56/4 Week 1 DAYS MIN	2	12/20/2023	12/21/2023	\$54.57	\$163.71
Rent Stopped	1.00	QS Multi-Stage Quik Pump \$15.33/Day \$46.00/Week \$138.00/4 Week 1 DAYS MIN S/N#QP3388D	2	12/20/2023	12/21/2023	\$30.67	\$30.67
Rent Stopped	1.00	36 in. QS Release Tool \$6.74/Day \$20.22/Week \$60.66/4 Week 1 DAYS MIN	2	12/20/2023	12/21/2023	\$13.48	\$13.48

Qty	Description	Reg Rate	Labor Subtotal
1.00	Will Call 12/26/23 IN shores, pump & tool	\$0.00	\$0.00

PO _____
 CLASS _____
 ACCT 50420
 JOB/EQ 220614
 ITEM _____
 \$ 207.86

ENTERED JAN 25 2024

TERMS: C.O.D. Accounts, Deposit Estimate Due Upon Delivery. Credit Accounts are due and payable net 30 days from invoice date. This invoice is subject to additional terms and conditions printed on the reverse side hereof, limiting the seller's warranty, obligations and excluding liability for consequential damages.

Please Remit Payment to:
National Trench Safety
 P.O.Box 51373
 Los Angeles, CA 90051-5673

G P S
G P S

Rental:	\$207.86
Waiver:	\$0.00
Discount	\$0.00
Sales Tax:	\$0.00
Other:	\$0.00
Total Amount:	\$207.86

<u>CIVIL PACIFIC T&M WORK</u>											
DATE PERFORMED: 12/22/2023								JOBSITE: 220614			
Name B&M Builders, Inc								7997 California Ave.			
Address 11330 Sunrise Park Drive Suite C								Fair Oaks, CA 95628			
City,St Zip Rancho Cordova, CA 95742											
DESCRIPTION OF WORK: TAKE DOWN TRAFFIC CONTROL / BACKFILL 4" SEWER LINE											
COR 23r Sewer											
LABOR											
Employee Information			Hours		Rates		Total Wages				
Date	Name	Craft	Reg	OT	Reg	OT	Reg	OT	Total		
12/22/2023	FOREMAN		4.0		\$ 104.75	\$ 136.45	\$ 419.00	\$ -	\$ 419.00		
12/22/2023	MINI EXCAVATOR OPERATOR		4.0		\$ 97.10	\$ 125.11	\$ 388.40	\$ -	\$ 388.40		
12/22/2023	GENERAL LABORER		4.0		\$ 72.31	\$ 91.76	\$ 289.24	\$ -	\$ 289.24		
Notes :								LABOR SUBTOTAL : \$ 1,096.64			
								MARK UP & OH 10% \$ 109.66			
								LABOR TOTAL : \$ 1,206.30			
EQUIPMENT											
Equipment Information						Hrs / Day	Rate	Total			
Date	Description										
12/22/2023	F550 TOOL TRUCK					4.0	\$ 54.71	\$ 218.84			
12/22/2023	F650 DUMP TRUCK					4.0	\$ 58.69	\$ 234.76			
12/22/2023	DUMP TLR					4.0	\$ 23.66	\$ 94.64			
12/22/2023	KOMATSU PC 55 EXCAVATOR W/ BUCKET					4.0	\$ 51.23	\$ 204.92			
Notes :								EQUIPMENT SUBTOTAL : \$ 753.16			
								MARKUP & OH 10% \$ 75.32			
								EQUIPMENT TOTAL : \$ 828.48			
SAFETY ITEMS											
						24/HRS EA	Rate	Total			
Date	Description					No of Units					
	TEMP TRAFFIC SIGN STANDS					27.0	\$ 8.00	\$ 216.00			
	TEMP TRAFFIC SIGNS					27.0	\$ 3.50	\$ 94.50			
	32" TRAFFIC CONES					10.0	\$ 0.20	\$ 2.00			
Notes :								SAFETY ITEMS SUBTOTAL : \$ 312.50			
								MARKUP & OH 10% \$ 31.25			
								SAFETY ITEMS TOTAL : \$ 343.75			
SUMMARY OF CHARGES											
Notes :								LABOR : \$ 1,206.30			
								EQUIPMENT : \$ 828.48			
								SAFETY ITEMS : \$ 343.75			
								TOTAL : \$ 2,378.53			

CIVIL PACIFIC, INC.

GENERAL ENGINEERING & UTILITY
A MERIT COMPANY

Project Name: Village Park
Job # 220614
Reference #:

Report Date:

Date Performed:

12 - 22 - 2023

COR Ref #:

EXTRA WORK DESCRIPTION

Back fill Sewer line inside the Property
at haul extra dirt to other side of Project.

Load & Return Shoring for sewer line -
remove traffic control.

LABOR

EQUIPMENT

Name	Class	ST	OT	Description	Ref #	Hours
Raymundo Robles	Foreman	4		Work truck	CP4-934	4
Jorge Origel	Operator	4		Excavator Skid steer	CP18-107	4
Oscar Chaves	Laborer	4		Dump truck. Dump trailer	CP5224 CP3-069	4

MATERIAL

MATERIAL

Vendor	Description	Qty	Unit	Vendor	Description	Qty	Unit

SUBCONTRACTOR (Includes Trucking & Mob)

SUBCONTRACTOR (Includes Trucking & Mob)

Vendor/PO	Invoice #	Qty	Unit	Vendor/PO	Invoice #	Qty	Unit

Verify time only
J.C. Shultz

*Client Name & Signature

(*To confirm Labor, Equipment & Material used only)

Raymundo Robles

Supervisor Name & Signature

CIVIL PACIFIC INC LABOR & RENTAL RATES AT VILLAGE PARK

LABOR DESCRIPTION	HOUR ST RATE	HOUR OT RATE	HOUR DT RATE
FOREMAN	\$ 104.75	\$ 136.45	\$ 168.14
BLADE OPERATOR	\$ 103.56	\$ 134.69	\$ 165.81
EXCAVATOR OPERATOR	\$ 103.56	\$ 134.69	\$ 165.81
SKIPLOADER OPERATOR	\$ 101.81	\$ 112.62	\$ 139.07
SKIDSTEER OPERATOR	\$ 97.10	\$ 125.11	\$ 153.12
MINI EXCAVATOR OPERATOR	\$ 97.10	\$ 125.11	\$ 153.12
ROLLER / COMPACTOR OPERATOR	\$ 97.10	\$ 125.11	\$ 153.12
SCRAPER OPERATOR	\$ 101.81	\$ 112.62	\$ 139.07
GRADECHECKER	\$ 100.17	\$ 129.66	\$ 159.14
GENERAL LABORER	\$ 72.31	\$ 91.76	\$ 111.22
SPECIALIST LABORER	\$ 73.43	\$ 93.44	\$ 113.43
PIPE LABORER	\$ 72.60	\$ 92.21	\$ 111.80
CONCRETE LABORER	\$ 72.43	\$ 91.95	\$ 111.46
DRIVER 2 AXLE TRUCK	\$ 81.25	\$ 102.40	\$ 123.54
DRIVER 3 AXLE TRUCK	\$ 81.60	\$ 102.93	\$ 124.24
DRIVER 5 AXLE TRUCK	\$ 81.96	\$ 104.18	\$ 126.39
EQUIPMENT DESCRIPTION	HOUR RATE	DAILY ONLY	
F350 FOREMAN TRUCK	\$ 42.39		
F550 TOOL TRUCK	\$ 54.71		
F650 DUMP TRUCK	\$ 58.69		
3 AXLE DUMP TRUCK	\$ 93.59		
2 AXLE WATER TRUCK	\$ 58.69		
16,000 LBS EQUIP TLR	\$ 12.02		
50,000 LBS EQUIP TLR	\$ 23.66		
210 CFM COMMPRESSOR TLR	\$ 48.69		
60 LBS HAMMER W/ CHISSEL		\$ 68.00	
90 LBS HAMMER W/ CHISSEL		\$ 75.00	
300 GAL TACK POT TLR		\$ 305.00	
500 GAL VACUUM TLR	\$ 48.72		
3" TRASH PUMP W/ HOSES		\$ 151.00	
4" TRASH PUMP W/ HOSES		\$ 175.00	
JUMP JACK COMPACTOR		\$ 168.00	
WACKER PLATE COMPACTOR		\$ 155.00	
48" DOUBLE DRUM ROLLER	\$ 46.68		
48" SMOOTH DRUM SG ROLLER	\$ 62.77		
48" PADFOOT COMPACTOR	\$ 65.03		
66" SMOOTH DRUM ROLLER	\$ 83.46		
66" PADFOOT COMPACTOR	\$ 86.30		
84" SMOOTH DRUM ROLLER	\$ 116.30		
84" PAD FOOT COMPACTOR	\$ 120.29		
KOMATSU PC 55 EXCAVATOR W/ BUCKET	\$ 51.23		
CAT 308 CR EXCAVATOR W/ BUCKET	\$ 62.35		
WACKER 54" KICK BROOM	\$ 55.95		
JD 210 LE 4X4 SKIP LOADER	\$ 54.08		
CAT 914 WHEEL LOADER	\$ 65.70		
CAT 926 WHEEL LOADER	\$ 85.34		
WALK BEHIND SAW W/ BLADE WEAR		\$ 375.00	
DEUL SLOPE LAZER LEVEL W/ ROD		\$ 150.00	
SAFETY ITEMS			
TEMP TRAFFIC SIGN STANDS	24 / HRS	EACH	\$ 8.00
TEMP TRAFFIC SIGNS	24/HRS	EACH	\$ 3.50
32" TRAFFIC CONES	24/HRS	EACH	\$ 0.20
42" TRAFFIC DELINIATORS	24 / HRS	EACH	\$ 0.24
4' X8' TRAFFIC PLATE	24/HRS	EACH	\$ 18.00
4' X 12' TRAFFIC PLATE	24/HRS	EACH	\$ 25.00
SPEED SHORE	24/HRS	EACH	\$ 15.00
SPEED SHORE PUMP W/ TOOL	24/HRS	EACH	\$ 15.00
MANHOLE SHORING BOX	24/HRS	EACH	\$ 350.00
TRENCH SHIELD	24/HRS	EACH	\$ 375.00

ALL RENTAL EQUIPMENT TO BE BILLED AT RENTAL INVOICE PLUS 22%
FOR FUEL, LUBE & MAINTANENCE AS ALLOWED BY CALIFORNIA TO
ESTABLISH TOTAL EQUIPMENT RENTAL RATE FOR EACH EQUIPMENT
PRIOR TO THE ALLOWED 10% MAKUP.

ALL RENTAL EQUIPMENT WILL BE BILLED AT 8 HOURS PER DAY MINIMUM.

Updated 11/21/23

Thru 06/28/23*

To CAC										
No CAL		Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden
A1 Gr2 Foreman	Reg Pay	55.39	5.87	13.88	10.78	1.12	1.60	88.64	87.52	\$104.750
33.25	1.5 Pay	83.09	5.87	13.88	10.78	1.12	1.60	116.34	115.22	\$136.450
32.13	2.0 Pay	110.78	5.87	13.88	10.78	1.12	1.60	144.03	142.91	\$168.140

1.12

Tax WC Total Burden

18.41%
17.45%
16.87%

Burdened:	Reg Pay	12.650	3.460	16.110						
	1.5 Pay	16.650	3.460	20.110						
	2.0 Pay	20.650	3.460	24.110						

Thru 06/28/23*

To CAC										
No CAL		Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden
A1 Gr2 Blade / Excavator	Reg Pay	54.39	5.87	13.88	10.78	1.12	1.60	87.64	86.52	\$103.560
33.25	1.5 Pay	81.59	5.87	13.88	10.78	1.12	1.60	114.84	113.72	\$134.690
32.13	2.0 Pay	108.78	5.87	13.88	10.78	1.12	1.60	142.03	140.91	\$165.810

1.12

Tax WC Total Burden

18.40%
17.46%
16.88%

Burdened:	Reg Pay	12.500	3.420	15.920						
	1.5 Pay	16.430	3.420	19.850						
	2.0 Pay	20.360	3.420	23.780						

Thru 06/28/23*

To CAC										
No CAL		Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden
A1 Gr3 Scraper; Skiploader	Reg Pay	52.91	5.87	13.88	10.78	1.12	1.60	\$ 86.160	\$ 85.040	\$101.810
33.25	1.5 Pay	79.37	5.87	13.88	10.78	1.12	1.60	\$112.620	\$ 111.500	\$112.620
32.13	2.0 Pay	105.82	5.87	13.88	10.78	1.12	1.60	\$139.070	\$ 137.950	\$139.070

1.12

Tax WC Total Burden

18.40%
17.46%
16.88%

Burdened:	Reg Pay	12.290	3.360	15.650						
	1.5 Pay	16.110	3.360	19.470						
	2.0 Pay	19.930	3.360	23.290						

Thru 06/28/23*

To CAC										
No CAL		Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden
Screening Gradechecker A1 Gr4	Reg Pay	51.53	5.87	13.88	10.78	1.12	1.60	\$ 84.780	\$ 83.660	\$100.170
33.25	1.5 Pay	77.30	5.87	13.88	10.78	1.12	1.60	\$110.550	\$ 109.430	\$129.660
32.13	2.0 Pay	103.06	5.87	13.88	10.78	1.12	1.60	\$136.310	\$ 135.190	\$159.140

1.12

Tax WC Total Burden

18.40%
17.46%
16.89%

Burdened:	Reg Pay	12.080	3.300	15.390						
	1.5 Pay	15.810	3.300	19.110						
	2.0 Pay	19.530	3.300	22.830						

Thru 06/28/23*

To CAC										
No CAL	Oper Eng	Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden
Compactor, Skidsteer; Mini Ex A1 Gr 6	Reg Pay	48.94	5.87	13.88	10.78	1.12	1.60	\$ 82.190	\$ 81.070	\$ 97.100
33.25	1.5 Pay	73.410	5.87	13.88	10.78	1.12	1.60	\$106.660	\$ 105.540	\$125.110
32.13	2.0 Pay	97.88	5.87	13.88	10.78	1.12	1.60	\$131.130	\$ 130.010	\$153.120

1.12

Tax WC Total Burden

18.39%
17.48%
16.91%

Burdened:	Reg Pay	11.710	3.200	14.910						
	1.5 Pay	15.250	3.200	18.450						
	2.0 Pay	18.790	3.200	21.990						

Updated 12/08/2023

Thru 06/25/2023*

To CAC

No CAL	LABORERS	Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden	Burden:
Const Spec A2 GR CS	Reg Pay	34.95	3.05	9.60	13.86	0.50	0.30	\$ 62.260	\$ 61.760	\$ 73.430	Fica 7.65%
27.31	1.5 Pay	52.43	3.05	9.60	13.86	0.50	0.30	\$ 79.740	\$ 79.240	\$ 93.440	SUTA 6.20%
26.81	2.0 Pay	69.90	3.05	9.60	13.86	0.50	0.30	\$ 97.210	\$ 96.710	\$ 113.430	FUTA 0.60% 14.45%
0.50											WC 3.64% 6220
											18.09%
		Tax	WC		Total Burden						
Burdened:	Reg Pay	8.920	2.250		11.170						18.09%
	1.5 Pay	11.450	2.250		13.700						17.29%
	2.0 Pay	13.970	2.250		16.220						16.77%

Thru 06/25/2023*

To CAC

No CAL	LABORERS	Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden	Burden:
Pipe Laborer A2 GR 1	Reg Pay	34.25	3.05	9.60	13.86	0.50	0.30	\$ 61.560	\$ 61.060	\$ 72.600	Fica 7.65%
27.31	1.5 Pay	51.375	3.05	9.60	13.86	0.50	0.30	\$ 78.685	\$ 78.185	\$ 92.205	SUTA 6.20%
26.81	2.0 Pay	68.50	3.05	9.60	13.86	0.50	0.30	\$ 95.810	\$ 95.310	\$ 111.800	FUTA 0.60% 14.45%
0.50											WC 3.64% 6220
											18.09%
		Tax	WC		Total Burden						
Burdened:	Reg Pay	8.820	2.220		11.040						18.08%
	1.5 Pay	11.300	2.220		13.520						17.29%
	2.0 Pay	13.770	2.220		15.990						16.78%

Thru 06/25/2023*

To CAC

No CAL	LABORERS	Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden	Burden:
Concrete Laborer A2 GR 2	Reg Pay	34.10	3.05	9.60	13.86	0.50	0.30	61.41	60.91	\$ 72.430	Fica 7.65%
27.31	1.5 Pay	51.15	3.05	9.60	13.86	0.50	0.30	78.46	77.96	\$ 91.950	SUTA 6.20%
26.81	2.0 Pay	68.20	3.05	9.60	13.86	0.50	0.30	95.51	95.01	\$ 111.460	FUTA 0.60% 14.45%
0.50											WC 3.64% 6220
											18.09%
		Tax	WC		Total Burden						
Burdened:	Reg Pay	8.800	2.220		11.020						18.09%
	1.5 Pay	11.270	2.220		13.490						17.30%
	2.0 Pay	13.730	2.220		15.950						16.79%

Thru 06/25/2023*

To CAC

No CAL	LABORERS	Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden	Burden:
Gen'l Laborer A2 GR 3	Reg Pay	34.00	3.05	9.60	13.86	0.50	0.30	61.31	60.81	\$ 72.310	Fica 7.65%
27.31	1.5 Pay	51.00	3.05	9.60	13.86	0.50	0.30	78.31	77.81	\$ 91.760	SUTA 6.20%
26.81	2.0 Pay	68.00	3.05	9.60	13.86	0.50	0.30	95.31	94.81	\$ 111.220	FUTA 0.60% 14.45%
0.50											WC 3.64% 6220
											18.09%
		Tax	WC		Total Burden						
Burdened:	Reg Pay	8.790	2.210		11.000						18.09%
	1.5 Pay	11.240	2.210		13.450						17.29%
	2.0 Pay	13.700	2.210		15.910						16.78%

Updated 12/08/2023

Thru 06/30/23*

To CAC

No CAL	TEAMSTER	Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden
Group 1										
5 Yd Dump & 2 Axle										
31.87	Reg Pay	36.95	2.30	19.74	8.10	1.00	0.73	\$ 68.820	\$ 67.820	\$ 81.250
30.87	1.5 Pay	55.425	2.30	19.74	8.10	1.00	0.73	\$ 87.295	\$ 86.295	\$ 102.395
	2.0 Pay	73.90	2.30	19.74	8.10	1.00	0.73	\$105.770	\$104.770	\$123.540
1.00										

Burdened:	Reg Pay	9.800	2.630	Tax	WC	Total Burden				
	1.5 Pay	12.470	2.630			12.430				18.06%
	2.0 Pay	15.140	2.630			15.100				17.30%
						17.770				16.80%

Thru 06/30/23*

To CAC

No CAL	TEAMSTER	Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden
Group 2										
Wtr Trk < 7k; 3 axle unit										
31.87	Reg Pay	37.25	2.30	19.74	8.10	1.00	0.73	69.12	68.12	\$ 81.600
30.87	1.5 Pay	55.88	2.30	19.74	8.10	1.00	0.73	87.75	86.75	\$ 102.930
	2.0 Pay	74.50	2.30	19.74	8.10	1.00	0.73	106.37	105.37	\$ 124.240
1.00										

Burdened:	Reg Pay	9.840	2.640	Tax	WC	Total Burden				
	1.5 Pay	12.540	2.640			12.480				18.06%
	2.0 Pay	15.230	2.640			15.180				17.30%
						17.870				16.80%

Thru 06/30/23*

To CAC

No CAL	TEAMSTER	Gross	Vac/Hol	Health & Welfare	Pension	Training Pd	Other	Total Gross	Gross To Employee	Total Burden
Group 3										
10 Yd Dump: 5 axle truck										
31.87	Reg Pay	37.55	2.30	19.74	8.10	1.00	0.73	69.42	68.42	\$ 81.960
30.87	1.5 Pay	56.33	2.30	19.74	8.10	1.00	0.73	88.20	87.20	\$ 104.180
	2.0 Pay	75.10	2.30	19.74	8.10	1.00	0.73	106.97	105.97	\$ 126.390
1.00										

Burdened:	Reg Pay	9.890	2.650	Tax	WC	Total Burden				
	1.5 Pay	12.600	3.380			12.540				18.06%
	2.0 Pay	15.310	4.110			15.180				18.12%
						19.420				18.15%



BOBO
CONSTRUCTION, INC.

Bobo Construction Inc.
9722 Kent Street
Elk Grove, California 95624
P: (916) 383-7777

Project: 3258 Village Park Renovations Project

7997 California Ave

Fair Oaks, California 95628

RFI #: V1 - (E) Elevations and Direction for Sewer Line Installation

Status Draft

To Margarita Diakou (Bobo Construction, Inc.)
9722 Kent Street
Ste. A
Elk Grove, California 95624

Date Initiated Due Date

Location Site Improvements

Cost Impact Yes (Unknown)

Drawing Number Reference V1-RFI 095 - Clubhouse Sewer Line Camera Service

Linked Drawings

Received From John Schmitz (Bobo Construction, Inc.)

Copies To

Urgency Urgent

Activity

Question Question from Margarita Diakou Bobo Construction, Inc. on Tuesday, Oct 4, 2022 at 07:02 AM PDT
Per RFI 095, we were directed to replace the existing sewer line.
Please see attached existing sewer line elevations, requested from and provided by Bobo Construction, and provide direction as of how the new sewer line is going to be installed.

Thank you.

Attachments

[Existing sewer line elevation RFI 95.pdf](#)

Awaiting an Official Response

See the attached drawings dated 5/17/23 and approved by SIPS.

Shawn Sanfilippo

05/08/23 06/01/23

RECEIVED
12/7/2021

VILLAGE PARK RENOVATION PROJECT

**CIVIL IMPROVEMENT PLANS FOR
7991 & 7997 CALIFORNIA AVE., FAIR OAKS, CALIFORNIA**

WIDID # 5S34C394493

12/06/2021

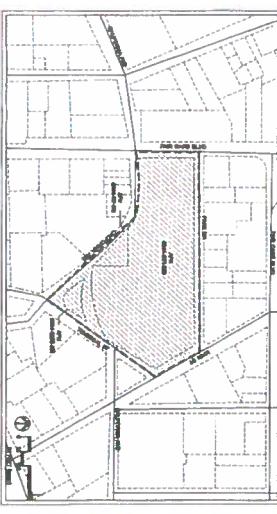
APN: 244-0171-029, 244-0171-020, 244-0203-001



THERE SHALL BE NO WORK IN THE ROW UNTIL FAIR OAKS RENOVATION AND PARKS DISTRICT PLOTS PERFORMANCE WORKS FOR FRONTAGE IMPROVEMENT AND THE OWNER APPROVE ON REINFORCING THE LAST PERFORMANCE AND DRAWER THREE TO PLANS SUBMITTED TO BACHELIER AND COMPANY FOR CONSTRUCTION AND REVIEW BY DRAWER THREE TO CONSTRUCTION CONTRACTOR PLANS BY BACHELIER AND COMPANY FOR CONSTRUCTION CONTRACTOR APPROVALS. DRAWER ONE TO DRAWER TWO BY BACHELIER AND COMPANY FOR CONSTRUCTION CONTRACTOR APPROVAL.



LOCATION MAP



VICINITY MAP

- PREPARED FOR**
FAIR OAKS RECREATION AND PARK DISTRICT
 4150 Temescal Street
 Fair Oaks, CA 95628

PREPARED BY

- LANDSCAPE ARCHITECT**
 Callender Associates Landscape Architecture, Inc.
 12150 Tributary Point Drive, Suite 140
 Gold River, CA 95630
 Phone: (916) 985-4466
 Fax: (916) 985-4391
- ELECTRICAL ENGINEER**
 RW Consulting Engineers, INC.
 1450 Harbor Boulevard, Suite F
 West Sacramento, CA 95691
 Phone: (916) 229-8345
- CIVIL ENGINEER**
 Bennett Engineering Services
 1082 Sumac Avenue, Suite 100
 Roseville, CA 95661
 Phone: (916) 783-4100
- STRUCTURAL ENGINEER**

WDID: 5S34C394493-SF
ADDITIONAL DRAWINGS:
CLUBHOUSE TRASH ENCLOSURE: GBCAC2020-00531
AMPHITHEATER: GNC2021-000056
WATER POLLUTION PREVENTION PLAN (SWPPP): PREPARED FOR THE PROJECT IN ACCORDANCE WITH THE STATE'S GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES. ACCORDING TO STATE LAW IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN SWPPP UNTIL A DOF REPORT CHANGES CONDITIONS AND INSURE MOST CURRENT SWPPP IS AVAILABLE ON THE PROJECT SITE AT ALL TIMES FOR REVIEW BY STATE AND STATE INSPECTIONS.
THE PRIVATE ROAD PRIOR TO COUNTY PROJECT ACCEPTANCE.

SITE INFORMATION

14. RELATED PERMITS INCLUDE:
 AMPHITHEATER: GNC2021-000056
 CLUBHOUSE TRASH ENCLOSURE: GBCAC2020-00531
15. ADDITIVE ALTERNATE ITEMS:
 A1: TERRACED SEAT WALL
 A2: CLUBHOUSE ENTRY FROM PARKING LOT
16. DISTURBED AREA: 182,952 SF / 4.2 ACRES
 DISTURBED AREA: 182,952 SF.
17. TERRACE SEAT WALL
 2 EA: CLUBHOUSE ENTRY FROM PARKING LOT
18. TOTAL AREA: 182,952 SF / 4.2 ACRES

SHEET INDEX

SHEET #	SHEET TITLE
1-D-1	COVER SHEET
G-1	GENERAL NOTES - CIVL
C1.0-C1.7	SITE PLAN - CIVL
C2.0-C2.7	GRAVEL AND DRAINAGE PLAN - CIVL
C3.0-C3.7	EROSION CONTROL PLAN - CIVL
C4.0	CONSTRUCTION DETAILS - CIVL
C4.1-C4.3	UTILITY DETAIL - CIVL
C4.4	UTILITY DETAIL - CIVL
C4.5	CALIFORNIA AVE. CURB AND GUTTER PROFILE. "C" LINE STA 14+00 TO 15+68
C4.6	CALIFORNIA AVE. CURB AND GUTTER PROFILE. "T" LINE STA 10+00 TO 13+21
C4.7	CALIFORNIA AVE. CURB AND GUTTER PROFILE. "F" LINE STA 10+00 TO STA 11+71
C5.0	CALIFORNIA AVE. CURB AND GUTTER PROFILE. "P" LINE STA 10+00 TO 14+52
C6.1	MANUFACTURER DETAILS
EX-1	POST CONSTRUCTION STORMWATER QUALITY PLAN
REF-2.0	STORM FILTER
REF-2.1	PEDESTRIAN RATED ALUMINUM HATCH
REF-3.0	FIRE PLAN
REF-3.1	REERENCE BRAGGINGS
REF-1.1	TOPOGRAPHIC SURVEY
REF-1.2	RECORD OF SURVEY
REF-2.2	RECORD OF SURVEY
REF-2.3	RECORD OF SURVEY
REF-2.4	RECORD OF SURVEY
REF-2.5	RECORD OF SURVEY
REF-2.6	RECORD OF SURVEY
REF-2.7	RECORD OF SURVEY
REF-2.8	RECORD OF SURVEY
REF-2.9	RECORD OF SURVEY



VILLAGE PARK RENOVATION PROJECT

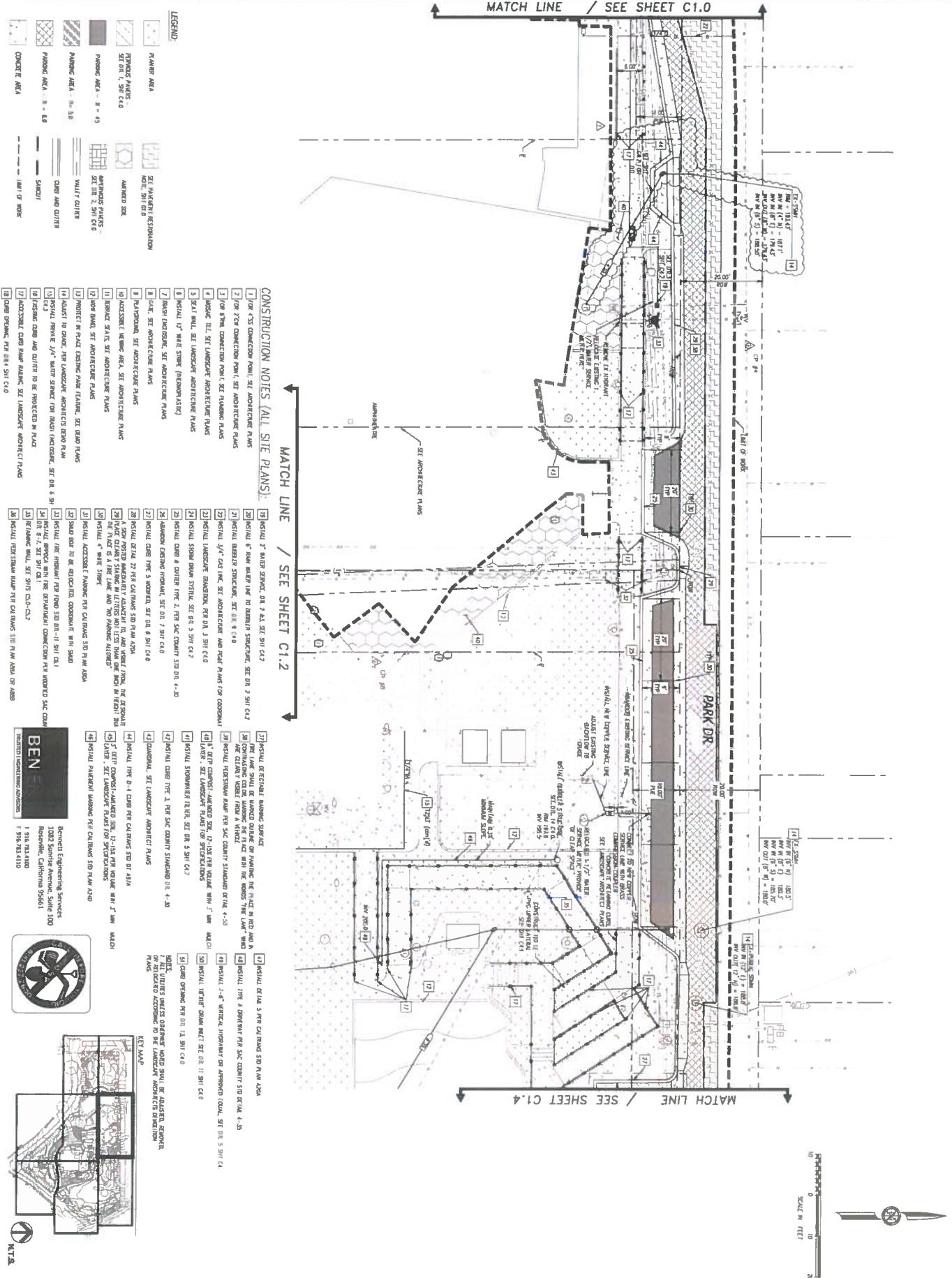
7991 & 7997 CALIFORNIA AVE.
 FAIR OAKS, CALIFORNIA 95628

ISSUE DATE	10/22/2021
PROJECT NO.	18032
DRAWN BY:	DK
CHECKED BY:	
SCALE:	AS SHOWN
Sheet Title:	COVER SHEET



1.0

[Home](#) | [About Us](#) | [Services](#) | [Contact Us](#)



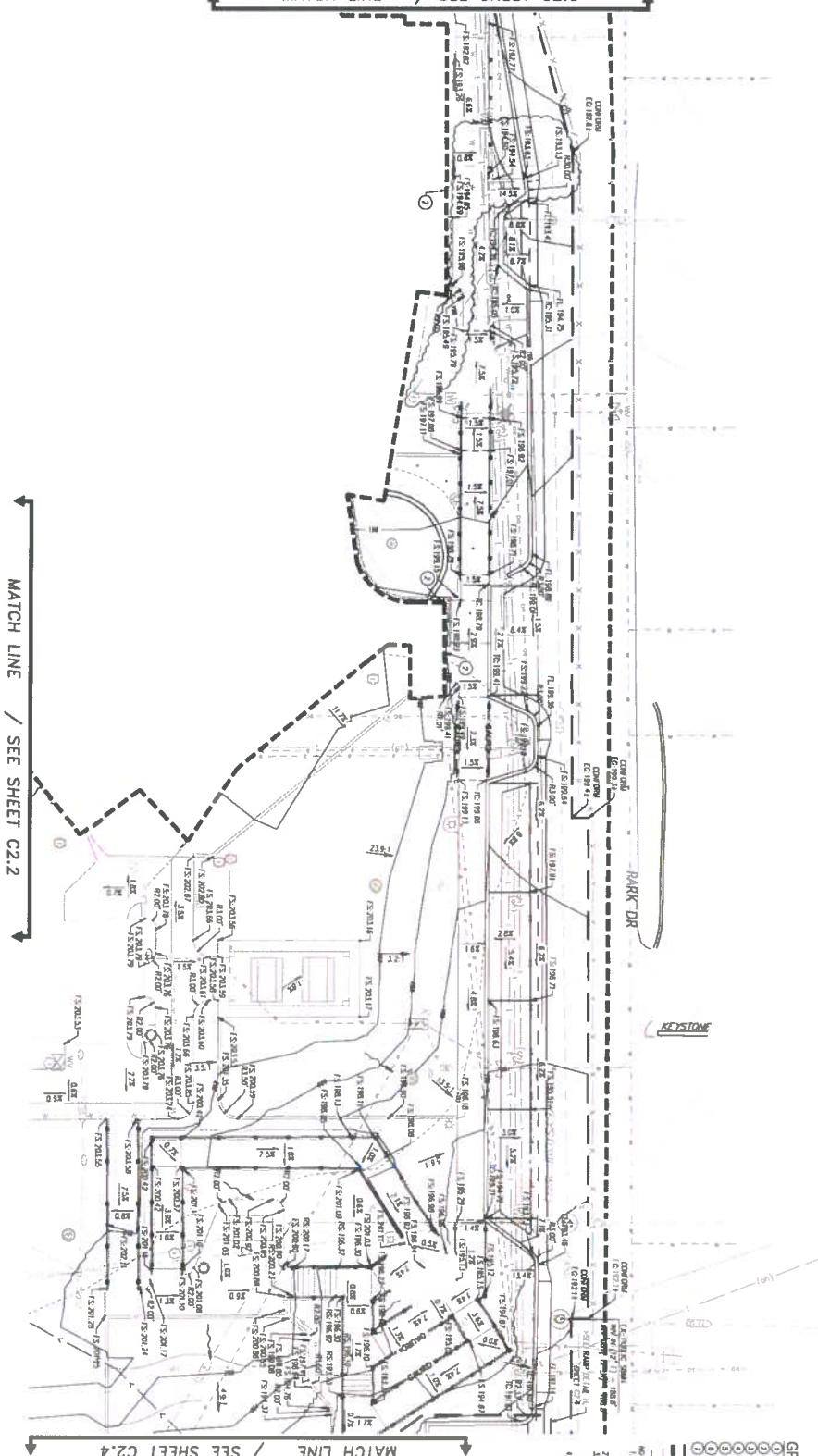
VILLAGE PARK RENOVATION PROJECT

7991 & 7997 CALIFORNIA AVE
FAIR OAKS, CALIFORNIA 95628

NO	DESCRIPTION	ENG INT'L	COUNTY APPROVAL	
			DATE	RECEIVED
17	SEWER REVISIONS 3/17/2023	(L)	3/17/2023	3/17/2023



MATCH LINE / SEE SHEET C2.0



GRADING CONSTRUCTION NOTES:

- ① If no grade line is run, continue to adjust grades from plan.
- ② Project Grade Circles, not in place, indicate final elevation per Lateral Grade Adjustment Plan.
- ③ Continue to Lateral Grade Adjustment Plan.
- ④ Manual Grade Adjustment Plan.
- ⑤ Adjust for Set and Level Parts.
- ⑥ On-Plan Release Direction.
- ⑦ Off-Plan Release Path.
- ⑧ All accessible materials shall be less than 34 in. in thickness and less than 27 in. in diameter.
- ⑨ Grade line is temporary release.
- ⑩ Refer to the Post Construction Survey Notes for mobility equipment placement.
- ⑪ Mobility equipment shall be placed when quality and/or section 6 standards are met as required per Section 6, Paragraph 4-17 of the County's Uniform Street Standards.

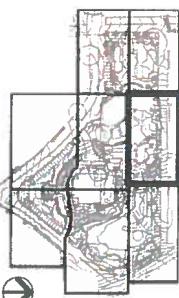
SCALE IN FEET
0 10 20

11/20 Good River, CA 95620
1716853 USA
www.PanoramicArchitects.com



MATCH LINE / SEE SHEET C2.4

BEN
Bennett Engineering Services
1000 Sunsite Avenue, Suite 100
Roseville, California 95661
916.833.1200
916.833.0710



NTS

C2.3

KEY MAP
DRAWN BY: CG/KAMAH
CHECKED BY: CA
SCALE: AS SHOWN
GRADING AND DRAINAGE PLAN

**VILLAGE PARK
RENOVATION PROJECT**

7991 & 7997 CALIFORNIA AVE
FAIR OAKS, CALIFORNIA 95628



DESCRIPTION	COUNTY APPROVAL #	DATE
SEW/GR REV BOND S1/17/2013	10-21-37	1/17/13



CONTRACT CONSULTANT CHANGE ORDER

Consultant: Mid Pacific Engineering, Inc.

CO Nbr: 5

Date: 6/17/2024

Owner: Fair Oaks Recreation and Parks District
Park: Village Park Site

Description of Scope/Basic Services Change:

	<u>AMOUNT</u>
Additional services due to extended schedule/scope.	\$41,136.75

TOTAL: \$41,136.75

Original contract amount (Lump sum fee)	\$ 9,150.00
Previous change orders through Change Order # <u>4</u>	\$ 131,574.70
Contract amount prior to this change order.....	\$ 140,724.70
Amount of this change order.. (Lump sum fee).....	<u>\$ 41,136.75</u>

NEW CONTRACT AMOUNT Including this change order..... \$ 181,861.45

Date: 6-17-2024

Dan Smith, Mid Pacific Engineering, Inc.

17Jun2024

Digital signature details:
Digitally signed by Dave Fukui
DN: C=US, E=dave@icscn.com, O="ICS, Inc.",
CN=Dave Fukui
Date: 2024.06.17 13:18:29-07'00'

Date: _____

Dave Fukui, Innovative Construction Services, Inc.

Date: 6/18/24

Mike Aho, District Administrator

Note: Not valid until signed by the Consultant and the Owners Representative, at which such time Consultant indicates agreement herewith, including adjustments to Contract Sum.

* Consultant Change Order augments District purchase order/service agreement.



MID PACIFIC ENGINEERING, INC.

REDDING
530-246-9499
WEST SACRAMENTO
916-927-7000
LODI
209-625-4400

GEOTECHNICAL ENGINEERING | GEOPHYSICS | ENVIRONMENTAL | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

Stacy Gerdin/Dave Fukui
Innovative Constructions Services, Inc.
5433 El Camino Avenue, #2
Carmichael, California 95608

June 3, 2024

Change Order Request No. 5

VILLAGE PARK
Fair Oaks, California
MPE No. 04780-02

Based on our review of the most recent set of project minutes and additional correspondence, we are submitting this Change Order No. 5.

The most recent project minutes from Bobo Construction indicate the project will be substantially complete by November 2024 with final project close-out by March 2025. Based on this and assuming our work will ramp up for a few months then significantly wind-down but continue intermittently through March 2025, we roughly estimate an average monthly billing \$5000 per month for 8 months (\$40,000) for work during June through November plus February and March. We anticipate that our work during December and January will be much less due to weather and winding down of work to be completed requiring our testing; therefore, we have excluded these months from our change order request. Additionally, we have an outstanding Invoice 20240851 in the amount of \$1136.75 that needs to be included in this change order to facilitate payment.

Therefore, we are requesting a Change Order No. 5 in the amount of \$41,136.75 to pay Invoice 20240851 and to facilitate the projected estimated additional work to complete the project through the end of March 2025.

If this change order is acceptable, please indicate so by issuing a Contract amendment referencing this change order. Thank you for your consideration in this matter and we appreciate this opportunity to be of service. If you have any questions, please contact our office.

Mid Pacific Engineering, Inc.

Daniel C. Smith
Principal Engineer

Attached: Invoice 20240851

FULTON EL-CAMINO PARK DISTRICT POLICE DEPARTMENT

James R. Brown, Chief of Police



Monthly activity report for: Fair Oaks Park District, **Reporting Period:** 2024-06-01 to 2024-06-30

Summary of enforcement actions

NTA Issued: 1	Park Hours: 0 Drugs: 0 Weapons: 0 Alcohol: 0 Animals: 0 Vehicle Code: 1 Probation Violation: 0 Other: 0
Onsite Arrests:	Drugs: Weapons: Assault/Battery: Sex Crimes: Theft: Probation Violation: Other:
Calls For Service:	0

Parking Citations:	10
Warrant Arrests:	0
DUI Arrests:	0
Stolen Vehicles:	0
Warnings Issued:	2

Notice To Appear (NTA)	Date/Time	Violations	Severity	Notes
Bannister Park	No NTA issued during this reporting period	16028(a) CVC No Insurance		
Fair Oaks Park	2024-06-17 18:38	4000(a) CVC No current registration	Inf	Inf
Little Phoenix Park	No NTA issued during this reporting period			
Miller Park	No NTA issued during this reporting period			
Montview Park	No NTA issued during this reporting period			
Off Property	No NTA issued during this reporting period			
Phoenix Park	No NTA issued during this reporting period			
Plaza Park	No NTA issued during this reporting period			
Village Park	No NTA issued during this reporting period			
Arrests Made	Date/Time	Violations	Severity	Notes
Bannister Park	No arrests reporting during this period			
Fair Oaks Park	No arrests reporting during this period			
Little Phoenix Park	No arrests reporting during this period			
Miller Park	No arrests reporting during this period			
Montview Park	No arrests reporting during this period			
Off Property	No arrests reporting during this period			
Phoenix Park	No arrests reporting during this period			
Plaza Park	No arrests reporting during this period			
Village Park	No arrests reporting during this period			
Calls For Service	Date/Time	Description	Disposition	Notes
Bannister Park	No calls for service during this reporting period			

Fair Oaks Park	No calls for service during this reporting period			
Little Phoenix Park	No calls for service during this reporting period			
Miller Park	No calls for service during this reporting period			
Montview Park	No calls for service during this reporting period			
Off Property	No calls for service during this reporting period			
Phoenix Park	No calls for service during this reporting period			
Plaza Park	No calls for service during this reporting period			
Village Park	No calls for service during this reporting period			
Arrest Warrants	Date/Time	Warrant Type	Bail Amount	Notes
Bannister Park	No warrant arrests during this reporting period			
Fair Oaks Park	No warrant arrests during this reporting period			
Little Phoenix Park	No warrant arrests during this reporting period			
Miller Park	No warrant arrests during this reporting period			
Montview Park	No warrant arrests during this reporting period			
Off Property	No warrant arrests during this reporting period			
Phoenix Park	No warrant arrests during this reporting period			
Plaza Park	No warrant arrests during this reporting period			
Village Park	No warrant arrests during this reporting period			
DUI Arrests	Date/Time	DUI Type	BAC	Notes
Bannister Park	No DUI arrests during this reporting period			
Fair Oaks Park	No DUI arrests during this reporting period			
Little Phoenix Park	No DUI arrests during this reporting period			
Miller Park	No DUI arrests during this reporting period			
Montview Park	No DUI arrests during this reporting period			
Off Property	No DUI arrests during this reporting period			
Phoenix Park	No DUI arrests during this reporting period			
Plaza Park	No DUI arrests during this reporting period			
Village Park	No DUI arrests during this reporting period			
Warnings	Date/Time	Violation	Notes	
Bannister Park	2024-06-09 14:45	NO PARKING ZONE	WARNED ON PARKING IN NO PARKING ZONE	

Bannister Park	2024-06-16 15:50	4000(a)(1)	exp reg
Fair Oaks Park	No warnings during this reporting period		
Little Phoenix Park	No warnings during this reporting period		
Miller Park	No warnings during this reporting period		
Montview Park	No warnings during this reporting period		
Off Property	No warnings during this reporting period		
Phoenix Park	No warnings during this reporting period		
Plaza Park	No warnings during this reporting period		
Village Park	No warnings during this reporting period		
Parking Citations	Date/Time	Violations	
Bannister Park	2024-06-05 19:47	4000(a) CVC No current registration	
Bannister Park	2024-06-05 19:44	4000(a) CVC No current registration	
Bannister Park	2024-06-05 19:49	4000(a) CVC No current registration	
Bannister Park	2024-06-30 16:15	5200(a) CVC Display of two license plates required	
Fair Oaks Park	2024-06-09 13:13	4000(a) CVC No current registration	
Little Phoenix Park	No Parking citations issued during this reporting period		
Miller Park	2024-06-18 20:19	5204(a) CVC Current registration tabs not properly displayed	
Miller Park	2024-06-18 20:23	5204(a) CVC Current registration tabs not properly displayed	
Montview Park	No Parking citations issued during this reporting period		
Off Property	No Parking citations issued during this reporting period		
Phoenix Park	2024-06-09 14:09	4000(a) CVC No current registration	
Phoenix Park	2024-06-18 19:58	5204(a) CVC Current registration tabs not properly displayed	
Phoenix Park	2024-06-18 20:08	5204(a) CVC Current registration tabs not properly displayed	
Plaza Park	No Parking citations issued during this reporting period		
Village Park	No Parking citations issued during this reporting period		

FAIR OAKS RECREATION AND PARK DISTRICT

ONE THOUSAND FOUR HUNDRED AND THIRTY-THIRD BOARD OF DIRECTORS' REGULAR MEETING

Minutes for June 26, 2024

The one thousand four hundred and thirty-third meeting of the Fair Oaks Recreation and Park District Board of Directors was held on Wednesday, June 26, 2024, at the Old Fair Oaks Library, 4200 Temescal Street, Fair Oaks, CA.

For the Record: Chair Carhart called the regular meeting to order at 6:00 PM.

Board Members Present: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell

Board Members Absent: Director Mounts

Staff Present: District Administrator Mike Aho, Administrative Assistant II Ian Roberts, Administrative Services Manager Jennifer Larkin, Arts and Entertainment Manager Jennifer Schuler, Parks and Facilities Manager Sean Ventura, Recreation Manager Nick Davison, Accountant Jamie Fawcett

Members of the Public: 5

PUBLIC COMMENT:

Lindsay Kopperud of 4805 Polo Court, Fair Oaks, spoke to the Board regarding the Disc Golf Course at Miller Park and the hazards it poses.

Nick Clurman of 4016 Canyon Drive, Fair Oaks, spoke to the Board regarding the length of time it is taking to finish the Village Park Renovation Project.

DISCUSSION & ACTION #1:

A motion to approve the agenda was made by Director Irwin and seconded by Director O'Farrell.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell

NOES: None

ABSTAIN: None

ABSENT: Director Mounts

RECUSE: None

DISCUSSION & ACTION #2: Consent Calendar

A motion to approve the consent calendar was made by Director Irwin and seconded by Vice-Chair Tamagni.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell

NOES: None

ABSTAIN: None

ABSENT: Director Mounts

RECUSE: None

FAIR OAKS RECREATION AND PARK DISTRICT

ONE THOUSAND FOUR HUNDRED AND THIRTY-THIRD BOARD OF DIRECTORS' REGULAR MEETING

Minutes for June 26, 2024

DISCUSSION & ACTION #4:

Discussion and Possible Action Regarding Approval of Change Order for Bobo Construction in the Amount of \$399,777 for the Village Park Renovation Project. A motion to table this item until the July meeting was made by Director O'Farrell and seconded by Vice-Chair Tamagni.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell

NOES: None

ABSTAIN: None

ABSENT: Director Mounts

RECUSE: None

DISCUSSION & ACTION #5:

Discussion and Possible Action Regarding Approval of an Amphitheater Seating Plan.

A motion to approve the plan and renovation budget of \$777,248 was made by Director Irwin and seconded by Vice-Chair Tamagni.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell

NOES: None

ABSTAIN: None

ABSENT: Director Mounts

RECUSE: None

DISCUSSION & ACTION #6:

Discussion and Possible Action Regarding the Approval of Sale of Miller Park Cell Tower Leases.

A motion to proceed with the sale of the Fair Oaks Recreation and Park District's (FORPD) Cell Tower Leases to Towerpoint Capital for \$2,055,000.00, including the terms of 99-year lease, an option to expand the lease area by up to 1000 square feet, and a 50% revenue share from additional tenants located in the expanded tower area was made by Director Irwin and seconded by Director O'Farrell.

AYES: Chair Carhart, Director Irwin, Director O'Farrell

NOES: Vice-Chair Tamagni

ABSTAIN: None

ABSENT: Director Mounts

RECUSE: None

DISCUSSION & ACTION #7:

Discussion and Possible Action on the Fiscal Year 2024-2025 General Fund 341A Preliminary Budget:

- Adopt Resolution No. 061924-01 Approving the Preliminary District Budget for FY 2024-2025.
- Adopt Resolution No. 061924-02 approving the Preliminary Budget for the Fair Oaks Parks Maintenance and Recreation Improvement District (FOLL) for FY 2024-2025.
- Adopt Resolution No. 061924-03 approving the Preliminary Budget for the Phoenix Field Landscape and Lighting Assessment District (PFL) for FY 2024-2025.
- Adopt Resolution No. 061924-04 approving the Preliminary Budget for the Gum Ranch Landscape and Lighting Assessment District (GRLL) for FY 2024-2025.

FAIR OAKS RECREATION AND PARK DISTRICT

ONE THOUSAND FOUR HUNDRED AND THIRTY-THIRD BOARD OF DIRECTORS' REGULAR MEETING

Minutes for June 26, 2024

A motion to approve the Fiscal Year 2024-2025 General Fund 341A Preliminary Budget and adopt Resolutions No. 061924-01, 061924-02, 061924-03 and 061924-04 was made by Director Irwin and seconded by Vice-Chair Tamagni.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell
NOES: None
ABSTAIN: None
ABSENT: Director Mounts
RECUSE: None

DISCUSSION & ACTION #8: *Discussion and Possible Action on the Fiscal Year 2024-2025 Bond Fund 341C Preliminary Budget:*

- Adopt Resolution No. 061924-05 approving the Preliminary Bond Budget for FY 2024-2025.

A motion to approve the Fiscal Year 2024-2025 Bond Fund 341C Preliminary Budget and adopt Resolution No. 061924-05 was made by Director O'Farrell and seconded by Vice-Chair Tamagni.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell
NOES: None
ABSTAIN: None
ABSENT: Director Mounts
RECUSE: None

DISCUSSION & ACTION #9: *Discussion and Possible Action Regarding the Approval of the Memorandum of Understanding with the Employees' Association starting July 1, 2024 through June 30, 2027.*

A motion to approve the Memorandum of Understanding with the Employees' Association starting July 1, 2024 through June 30, 2027 as stated in the draft but excluding the addition of Juneteenth as a District holiday pending further discussion was made by Director Irwin and seconded by Director O'Farrell.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell
NOES: None
ABSTAIN: None
ABSENT: Director Mounts
RECUSE: None

DISCUSSION & ACTION #10: *Discussion and Possible Action on the Intent to Levy Assessments for Fiscal Year 2024-2025, and Provide Notice of Hearing on July 17, 2024 for the Fair Oaks Park Maintenance and Recreation Improvement District (FOLL), the Phoenix Field Landscape and Lighting Assessment District (PFLL) and the Gum Ranch Landscape and Lighting Assessment District (GRLL):*

- Adopt Resolution No. 061924-06 with the intent to levy assessments for FY 2024-2025 Fair Oaks Parks Maintenance & Recreation Improvement District (FOLL), preliminarily

FAIR OAKS RECREATION AND PARK DISTRICT

ONE THOUSAND FOUR HUNDRED AND THIRTY-THIRD BOARD OF DIRECTORS' REGULAR MEETING

Minutes for June 26, 2024

approving the Engineer's Report, and Providing for Notice of a Public Hearing on July 17, 2024 at 6:00 PM.

- *Adopt Resolution No. 061924-07 with the intent to levy assessments for FY 2024-2025 Phoenix Field Landscape and Lighting Assessment District (PFL), preliminarily approving the Engineer's Report, and Providing for Notice of a Public Hearing on July 17, 2024 at 6:00 PM.*
- *Adopt Resolution No. 061924-08 with the intent to levy assessments for FY 2024-2025 Gum Ranch Landscape and Lighting Assessment District (GRLL), preliminarily approving the Engineer's Report, and Providing for Notice of a Public Hearing on July 17, 2024 at 6:00 PM.*

A motion to adopt Resolutions No. 061924-06, 061924-07 and 061924-08 approving the District's intent to Levy Assessments for Fiscal Year 2024-2025, and Provide Notice of Hearing on July 17, 2024 for the Fair Oaks Park Maintenance and Recreation Improvement District (FOLL), the Phoenix Field Landscape and Lighting Assessment District (PFL) and the Gum Ranch Landscape and Lighting Assessment District (GRLL) was made by Director Irwin and seconded by Vice-Chair Tamagni.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell

NOES: None

ABSTAIN: None

ABSENT: Director Mounts

RECUSE: None

DISCUSSION & ACTION #11: *Discussion and Possible Action Regarding a Resolution Proclaiming July as "Parks and Recreation Month."*

- *Adopt Resolution No. 061924-09 Recognizing July as "Parks & Recreation Month."*

A motion to adopt Resolution No. 061924-09 recognizing July as Parks and Recreation Month was made by Director O'Farrell and seconded by Chair Carhart.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell

NOES: None

ABSTAIN: None

ABSENT: Director Mounts

RECUSE: None

DISCUSSION & ACTION #12: *Discussion and Possible Action on Payment to the Fair Oaks Water District for Waterline Work on California Avenue.*

A motion to approve Fair Oaks Recreation and Park District's cost share amount of \$53,353 with the Fair Oaks Water District (FOWD) for the waterline work completed on California Avenue was made by Director O'Farrell and seconded by Chair Carhart.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell

NOES: None

ABSTAIN: None

ABSENT: Director Mounts

RECUSE: None

FAIR OAKS RECREATION AND PARK DISTRICT

ONE THOUSAND FOUR HUNDRED AND THIRTY-THIRD BOARD OF DIRECTORS' REGULAR MEETING

Minutes for June 26, 2024

DISCUSSION & ACTION #13: *Adjourn to the Regular Meeting of July 17, 2024 @ 6:00 p.m..*

A motion to adjourn to the regular meeting of July 17, 2024 at 6:00PM was made by Director Irwin and seconded by Vice-Chair Tamagni.

AYES: Chair Carhart, Vice-Chair Tamagni, Director Irwin, Director O'Farrell

NOES: None

ABSTAIN: None

ABSENT: Director Mounts

RECUSE: None

Ralph Carhart
Chair, Board of Directors

Michael J. Aho
District Administrator

STAFF REPORT



Meeting Date: July 17, 2024

To: Board of Directors

From: Michael J. Aho – District Administrator

Subject: Discussion and Possible Action Regarding Approval
of Change Order for Bobo Construction in the
Amount of \$399,777 for the Village Park Renovation
Project

I. Recommendation

Authorize the District Administrator to work with Legal Counsel to review the contract (Attachment A) and Construction Manual (Attachment B) for the Village Park Renovation Project. Legal Counsel will be tasked with providing a recommendation on the next course of action regarding Change Order No. 165 (Attachment C).

II. Background

Measure J, approved by voters in November 2018, provided funding for various park improvements, including the Village Park Renovation Project. This measure has been instrumental in enabling the District to undertake substantial enhancements across multiple park facilities.

The Village Park Renovation Project is an ongoing effort to improve and modernize the facilities at Village Park. Bobo Construction Inc. has been contracted to carry out these renovations.

The Board of Directors has authorized the District Administrator to approve changes to the project up to \$70,000. However, Change Order No. 165, which involves an additional cost of \$399,777 and an extension of 168 days, exceeds that limit and requires Board approval.

At the June 26, 2024, Board Meeting, the Board voted to defer the decision on this item to the July 17 Board Meeting. On July 11, the Construction Ad-Hoc Committee, consisting of Director Raymond James Irwin and Board Chair Ralph Carhart, met to discuss the Change Order and identify additional options and how to proceed. The Ad-Hoc Committee

recommends engaging Legal Counsel to review the contract and Construction Manual and provide a recommendation on the next steps.

III. Problem /Situation/ Request

The Construction Ad-Hoc Committee has identified the need for a thorough legal review of the contract and Construction Manual to ensure that the District's interests are protected and that any actions taken regarding Change Order No. 165 are in compliance with the contract terms and legal requirements. Engaging Legal Counsel to review the documents and provide a recommendation on the next course of action is deemed to be in the best interest of the District.

V. Financial Analysis

Attorney fees for the legal review are expected but have not yet been determined. These fees will be necessary to ensure that the District's interests are protected and that any actions taken are in compliance with the contract terms and legal requirements.

Respectfully Submitted,

Michael J. Aho
District Administrator

Attachment:

- Bobo Contract (A)
- Construction Manual (B)
- Change Order 165 (C)

AGREEMENT

This contract is contingent upon Fair Oaks Recreation and Park District Board approval and will not be valid unless approved.

THIS AGREEMENT is made and entered into as of this 28 day of April, 2022, by and between the Fair Oaks Recreation and Park District (hereinafter referred to as "District" or "FORPD"), and **Bobo Construction, Inc.** (Lic. 183537), an independent contractor (hereinafter referred to as "Contractor").

District and Contractor hereby mutually agree as follows:

Section 1 – SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of District, all work called for and in the manner designated in, and in strict accordance with, the Contract Documents as defined in Section 2 hereof, the Work for the **VILLAGE PARK RENOVATION PROJECT, BP#21-103.**

Section 2 – CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as "the Contract", consists as applicable, the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, Preliminary Construction Schedule, and the Contract Schedule.

Section 3 – DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

Section 4 – CONTRACT AMOUNT

District agrees to pay and Contractor agrees to accept, for the full and complete performance of this Agreement in full payment for the Work performed the sum of **Twenty-One Million-Seven Hundred-Fifty Thousand DOLLARS (\$21,750,000.00)**, subject to adjustment as provided in the Contract Documents.

Section 5 – MONTHLY PROGRESS PAYMENTS

Monthly progress payments shall be made in accordance with Article 12 of the General Conditions of the Contract Documents.

Section 6 – FINAL PAYMENT

Final payment shall be made in accordance with Article 21 of the General Conditions.

Section 7 – RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under this provision of the Contract Documents, District shall charge any sum of money against Contractor, District shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may

become due to Contractor from District. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay District's charges against Contractor, District shall have the right to recover the balance from Contractor or its sureties.

Section 8 – TIME OF COMPLETION.

The Work shall be commenced on the date specified in the District's "Notice to Proceed," (NTP) and shall be fully completed as described in the Contract Documents, including, without limitation, the General Conditions, **Construction completed 18 calendar months from the NTP, Punchlist, and project acceptance 30 calendar days thereafter and Close-out completion within 60 calendar days thereafter** together with such additional time as may be provided by any change order issued pursuant to the Contract Documents.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement and the Contract Documents.

Section 9 – NO WAIVER OF REMEDIES.

Neither the inspection by District or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to District or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and District shall have any and all equitable and legal remedies, which it would in any case have.

Section 10 – LIQUIDATED DAMAGES.

Liquidated damages may be assessed against Contractor in accordance with Article 14 of the General Conditions and Section 00 73 00, Special Provisions, in the amount of **\$1,000.00** per calendar day if Contractor fails to complete the Work within the Contract Time. The provision for liquidated damages in the Contract Documents shall not act as a limitation upon District if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred.

Section 11 – PERFORMANCE AND PAYMENT BONDS.

Contractor, before beginning the Work, shall file a Performance Bond and a Payment Bond with District, each made payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Contract at the expense of Contractor. Each bond shall be in the amount of one hundred percent (100%) of the Contract. The Performance Bond shall guarantee the faithful performance of the Contract. The Payment Bond shall be in accordance with the requirements of Part 6, Title 3, Chapter 5 of the California Civil Code, commencing with section 9550. Any alteration or alterations made in any provision of the Contract shall not operate to release any surety from any 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.

Section 12 – UNFAIR COMPETITION.

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

"In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

Section 13 – ASSIGNMENT.

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of District first obtained.

Section 14 – NO THIRD PARTY BENEFICIARIES.

This Agreement is entered into solely between District and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

Section 15 – AGREEMENT BINDING.

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

Section 16 – AGREEMENT CONTROLS.

In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

Section 17 – NOT USED

Section 18 – GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

District: Fair Oaks Recreation and Park District

By: Mike Aho
Mike Aho

Its: District Administrator

Board Approval Date: 4-20-12

(Corporate Seal)

Contractor: Bobo Construction, Inc.

By: AUSTIN Bobo
Its: Vice President

Business Address: 9722 KENT ST.

ELK GROVE, CA 95624

License Number: 183537

Contractor DIR Registration #: 100000906

Federal I.D. #: 94-1436622

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

PERFORMANCE BOND FORM**(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM.)**Bond No. 9386631

Premium: \$110,991.00

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, FAIR OAKS RECREATION AND PARK DISTRICT hereinafter referred to as "District" and BOBO CONSTRUCTION, INC. (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of **VILLAGE PARK RENOVATION PROJECT, BP#21-103** Project located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto District and Claimants as defined herein in the penal sum of **TWENTY ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS \$ **21,750,000.00**,
AND NO/100*, lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
 - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract; and
 - 3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.

4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 1. Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or
 2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 3. Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or
 4. Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
 - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
 - 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;
 - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

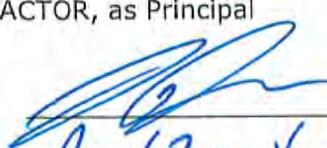
1. DEFINITIONS

- 1.02 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- 1.02 Construction Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 1.02 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

April 25, 2022

CONTRACTOR, as Principal

By:



Its:

9722 Kent Street

Elk Grove, CA 95624

Address:

Phone #: (916) 383-7777

**FAIR OAKS RECREATION & PARKS DISTRICT
VILLAGE PARK RENOVATION PROJECT**

SURETY FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

By:



Its: Karen Amin, Attorney-In-Fact

525 Market St., Ste. 2900

Address: San Francisco, CA 94105

Phone #: (415) 538-7184

Performance
PAYMENT BOND
DOCUMENT 00 61 13.16-3

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

FAIR OAKS RECREATION AND PARK DISTRICT
Attn: Mike Aho
4150 Temescal Street, Fair Oaks, CA 95628

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

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 San Joaquin)

On April 25, 2022 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

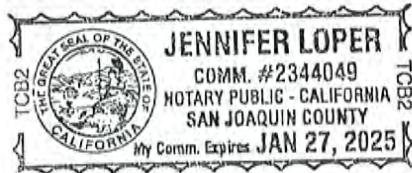
personally appeared Karen Amin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Jennifer Loper

(Seal)



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Daniel M. CONNOLLY, David SCHNAPP, Karen AMIN and Jennifer LOPER**, all of Lodi, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 28th day of July, 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray**, Vice President and **Dawn E. Brown**, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written,



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 25th day of April, 2022.



A handwritten signature in black ink, appearing to read "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

PAYMENT BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 9386631

Premium: Included in Conjunction with Performance Bond

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, FAIR OAKS RECREATION AND PARK DISTRICT (the "District") has awarded to

BOBO CONSTRUCTION, INC. _____ as Principal a contract dated the 22 day of April, 2,022, for the furnishing if all labor, materials, equipment, transportation and services for the construction of **VILLAGE PARK RENOVATION PROJECT, BP#21-103** Project located in Sacramento County, California (hereinafter referred to as the "Contract");

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety, are held and firmly bound unto the District in the sum of **TWENTY ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO¹⁰⁰/₁₀₀₀** DOLLARS \$ **21,750,000.00** for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.
4. Amounts owed by the District to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the District accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfy obligations of Principal and Surety under this Bond, subject to the District's priority to use the funds for the completion of the Work or the satisfaction of the District's claims, including liquidated damages, under the Contract.
5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.
6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.
7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of April,
2022.

Principal:

BOBO CONSTRUCTION, INC.
(Name of Firm)

By:

Title:

AUSTIN BOBO, VP

Surety:

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
(Name of Firm)

By:

Title:

Karen Amin, Attorney-In-Fact

Address for Notices:

525 Market St., Ste. 2900
San Francisco, CA 94105

Phone# (415) 538-7184

Fax# (415) 538-7366

Note: Notary Acknowledgement for Surety and
Surety's Power of Attorney must be attached

Address for Owner Notices:

FAIR OAKS RECREATION AND PARK DISTRICT
Attn: Mike Aho
4150 Temescal Street, Fair Oaks, CA 95628

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a
Power of Attorney and Certificate of Authority for Surety. The California Department of
Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

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 San Joaquin)

On April 25, 2022 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

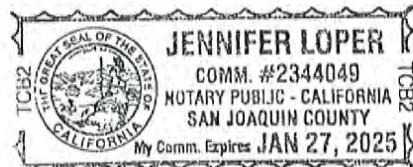
personally appeared Karen Amin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 

(Seal)



WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project")
between the Fair Oak Recreation & Parks District ("District") and _____
_____Bobo Construction, Inc _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

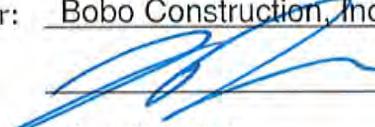
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 4/28/22

Proper Name of Contractor: Bobo Construction, Inc

Signature: 

Print Name: Austin Bobo

Title: Vice President

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project")
between the Fair Oak Recreation & Parks District ("District") and _____
Bobo Construction, Inc ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 4/28/22

Proper Name of Contractor: Bobo Construction, Inc

Signature: 

Print Name: Austin Bobo

Title: Vice President

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project")
between the Fair Oak Recreation & Parks District ("District") and _____
Bobo Construction, Inc ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantees may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: 4/28/22

Proper Name of Contractor: Bobo Construction, Inc

Signature: 

Print Name: Austin Bobo

Title: Vice President

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project")
between the Fair Oak Recreation & Parks District ("District") and _____
Bobo Construction, Inc ("Contractor" or "Bidder") ("Contract" or "Project").

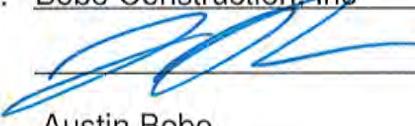
This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes parks sites, buildings, District-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: 4/28/22

Proper Name of Contractor: Bobo Construction, Inc

Signature: 

Print Name: Austin Bobo

Title: Vice President

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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		CONTACT NAME: WENDY MAZZONI	
Wendy Mazzoni(953232M) 2941 Sunrise Blvd Ste 280		PHONE (A/C, NO, EXT): 916-822-5085	FAX (A/C, NO): 916-800-5563
Rancho Cordova CA 95742-7204		E-MAIL ADDRESS: wmazzoni@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A: Truck Insurance Exchange	21709
BOBO CONSTRUCTION, INC. 9722 KENT ST		INSURER B: Farmers Insurance Exchange	21652
ELK GROVE CA 95624		INSURER C: Mid Century Insurance Company	21687
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	606217457	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	\$	
	OCCUR CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER	\$
							E.I. EACH ACCIDENT		\$
							E.L. DISEASE - EA EMPLOYEE		\$
							E.L. DISEASE - POLICY LIMIT		\$
D	POLLUTION POLICY			7930086470000	10/23/2020	10/23/2022	PER OCCURANCE GENERAL AGG		1,000,000 2,000,000

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

VILLAGE PARK RENOVATION PROJECT, BP#21-103

CERTIFICATE HOLDER

CANCELLATION

FAIR OAKS RECREATION & PARKS DISTRICT 4150 TEMESCAL ST	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
FAIR OAKS CA 95628	AUTHORIZED REPRESENTATIVE WENDY MAZZONI

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

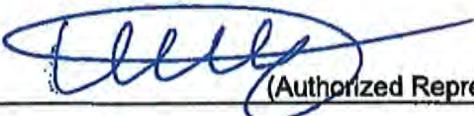
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/01/2022	Countersigned By:  (Authorized Representative)
Named Insured: BOBO CONSTRUCTION, INC.	

SCHEDULE

Name of Person(s) or Organization(s): FAIR OAKS RECREATION & PARKS DISTRICT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



E3 153
1st Edition

CHANGES IN TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/01/2022	Countersigned By:  (Authorized Representative)
Named Insured: BOBO CONSTRUCTION, INC.	

SCHEDULE

Name Of Person(s) Or Organization(s):
FAIR OAKS RECREATION & PARKS DISTRICT

Additional Premium	\$
--------------------	----

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

DATE (MM/DD/YYYY)
4/25/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 Lodi-Alliant Insurance Services, Inc. 641 South Ham Ln Ste A Lodi, CA 95242		CONTACT Kristen Solari NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: ksolari@alliant.com FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Continental Insurance Company INSURER C: American Casualty Company of Reading, Pennsylvania INSURER D: INSURER E: INSURER F:
		NAIC # 20508 35289 20427
INSURED Bobo Construction, Inc. 9722 Kent Street, Ste. A Elk Grove, CA 95624		

COVERAGES

CERTIFICATE NUMBER:

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	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE	X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	X Owner's & Contractor							MED EXP (Any one person)	\$ 0	
	X Per Project							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
	POLICY X PROJECT			LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO OWNED AUTOS ONLY			SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	Hired AUTOS ONLY			NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$	
	EXCESS LIAB	X OCCUR		CLAIMS-MADE				PROPERTY DAMAGE (Per accident)	\$	
	DED		RETENTION \$						\$	
B	X UMBRELLA LIAB	X OCCUR			7015439182	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 5,000,000	
	EXCESS LIAB							AGGREGATE	\$ 5,000,000	
	DED		RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	7015564120	10/1/2021	10/1/2022	X PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)							E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							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)

RE: Village Park Renovation Project, BP #21-103.

Fair Oaks Recreation & Parks District, Architect/Engineer, District Representative, and any other consultant retained by the District, and their officers, and employees are additional insured per the attached endorsements. Coverage is primary. GL & WC waiver applies.

CERTIFICATE HOLDER

CANCELLATION

Fair Oaks Recreation & Parks District 4150 Temescal Street Fair Oaks, CA 95628	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



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph **B.** below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury** for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket as Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)
Endorsement Effective Date: 10/01/2021
Endorsement No: 1
Underwriting Company: AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Endorsement Expiration Date: 10/01/2022

Policy No: 7015564120
Policy Effective Date: 10/01/2021
Policy Page: 1 of 1



FAIR OAKS RECREATION AND PARK DISTRICT

BOOK 1 OF 1 PROJECT MANUAL

VILLAGE PARK RENOVATION PROJECT

**Volume 1: VILLAGE PARK SITE IMPROVEMENTS
7991 & 7997 CALIFORNIA AVENUE
FAIR OAKS, CA 95628**

**Volume 2: VILLAGE PARK COMMUNITY CENTER
7991 CALIFORNIA AVENUE
FAIR OAKS, CA 95628**

**Volume 3: COMMUNITY CLUBHOUSE ALTERATIONS
7997 CALIFORNIA AVENUE
FAIR OAKS, CA 95628**

Sacramento County

FORPD Project No #21-103

OWNER:

Fair Oaks Recreation & Parks District
4150 Temescal Street
Fair Oaks, CA 95628

LANDSCAPE ARCHITECT:

Callander Associates Landscape Architects
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670

CONSTRUCTION MANAGER:

Innovative Construction Services, Inc.
5433 El Camino Ave., Suite 2
Carmichael, CA 95608

ARCHITECT:

WMB Architects
5757 Pacific Avenue, Suite 225
Stockton, CA 95207

TABLE OF CONTENTS

Procurement and Contracting Requirements

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 01 10	Table of Contents
	00 01 15	List of Drawings and Tables

Solicitation

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 11 16	Notice to Bidders

Instructions for Procurement

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 21 13	Instructions to Bidders

Available Information

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 31 19	Existing Conditions

Procurement Forms and Supplements

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 41 13	Bid Form and Proposal
	00 43 13	Bid Bond
	00 43 36	Designated Subcontractors List
	00 45 01	Site Visit Certification
	00 45 19	Non-Collusion Declaration
	00 45 19.01	Iran Contracting Act Certification
	00 45 26	Workers' Compensation Certification
	00 45 46.01	Prevailing Wage and Related Labor Requirements Certification
	00 45 46.03	Drug-Free Workplace Certification
	00 45 46.04	Tobacco-Free Environment Certification
	00 45 46.05	Hazardous Materials Certification
	00 45 46.07	Imported Materials Certification
	00 45 46.08	Not Used
	00 45 49	Registered Subcontractors List

Contracting Forms and Supplements

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 51 00	Notice of Award
	00 52 13	Agreement Form – Stipulated Sum (Single-Prime Contract)
	00 55 00	Notice to Proceed
	00 57 00	Escrow Agreement in Lieu of Retention

Project Forms

<u>Division</u>	<u>Section</u>	<u>Title</u>
Division 0	00 61 13.13	Performance Bond
	00 61 13.16	Payment Bond
	00 63 40	Allowance Expenditure Directive Form
	00 63 63	Change Order Form
	00 65 19.26	Agreement and Release of Any and All Claims
	00 65 36	Guarantee Form

Conditions of the Contract

<u>Division</u>	<u>Section</u>	<u>Title</u>
Division 0	00 72 13	General Conditions – Stipulated Sum (Single-Prime Contract)
	00 73 00	Special Provisions
	00 73 56	Hazardous Materials Procedures and Requirements
	Exhibit A	Community Clubhouse Haz Mat Survey Dated 07/10/2020
	Exhibit B	Village Park GERs
	Exhibit C	Clubhouse Haz Mat Report
	Exhibit D	Sacramento County Forms, SWPP Plan
	Exhibit E	Environmental Document

General Requirements

<u>Division</u>	<u>Section</u>	<u>Title</u>
Division 1	01 11 00	Summary of Work

Price and Payment Procedures

<u>Division</u>	<u>Section</u>	<u>Title</u>
Division 1	01 21 00	Allowance
	01 29 00	Application for Payment and Conditional and Unconditional Waiver and Release Forms

Administrative Requirements

<u>Division</u>	<u>Section</u>	<u>Title</u>
Division 1	01 31 19	Project Meetings
	01 32 13	Scheduling of Work
	01 33 23	Required Submittals
	01 35 13.23	Site Standards

Quality Requirements

<u>Division</u>	<u>Section</u>	<u>Title</u>
Division 1	01 41 00	Regulatory Requirements
	01 42 13	Abbreviations and Acronyms
	01 42 16	Definitions
	01 43 00	Materials and Equipment
	01 45 00	Quality Control

Temporary Facilities and Controls

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 50 00	Temporary Facilities and Controls
	01 50 13	Construction Waste Management and Disposal

Product Requirements

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 64 00	Owner-Furnished Products
	01 66 00	Product Delivery, Storage and Handling

Execution and Closeout Requirements

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 71 23	Field Engineering
	01 73 29	Cutting and Patching
	01 76 00	Alteration Project Procedures
	01 77 00	Contract Closeout and Final Cleaning
	01 78 23	Operation and Maintenance Data
	01 78 36	Warranties
	01 78 39	Record Documents

LIST OF DRAWINGS AND TABLES

Volume 1: VILLAGE PARK SITE IMPROVEMENTS

VILLAGE PARK RENOVATION PROJECT – 03/02/2022

<u>Sheet number</u>	<u>Sheet Title</u>
1.0-1.1	Cover Sheet
2.0-2.7	Existing Tree Disposition Plan
3.0-3.8	Site Demolition Plan
4.0-4.8	Site Layout Plan
5.0-5.10	Irrigation Plan
5.11	Soils Report
6.0-6.7	Planting Plan
7.0-7.1	Accessible Path of Travel Plan
8.0-8.8	Construction Details
G1	General Notes
C1.0-C1.7	Site Plan - Civil
C2.0-C2.7	Grading and Drainage Plan – Civil
C3.0-C3.7	Erosion Control Plan – Civil
C4.0	Construction Details – Civil
C4.1-C4.2	Utility Sheet – Civil
C5.0	ADA Wall No. 1 – Civil
C5.1	Clubhouse Wall – Civil
C5.2	Bandshell Wall – Civil
E0.1	Electrical Cover Sheet
E1.0	Overall Site Plan – Photometric
E1.10-E1.80	Partial Site Plan – Photometric
E2.0	Overall Site Plan – Electrical
E2.10-E2.80	Partial Site Plan – Electrical
S0.1	Typical Notes and Details – Structural
S1.0	Trellis Plans, Section and Details – Structural
S1.1	Retaining Wall Details
<u>Reference Drawings</u>	
REF 1.1	Topographic Survey
REF 1.2	Record of Survey
REF 2.1	Fire Plan

REF 2.2

Fire Water Plan

VILLAGE PARK ROADWAY RESURFACING – 02/18/2022

<u>Sheet Number</u>	<u>Sheet Title</u>
C1.0	Title Sheet
C1.1	General Notes
C1.2	Typical Cross Sections
C1.3	Demo/Site Plan

VOLUME-2 - VILLAGE PARK COMMUNITY CENTER

Project: Village Park Renovation Project

Village Park Community Center

Address: 7991 California Avenue

Building Permit Number: CBNC2021-00006

Sheet Number	Date	Sheet Title
T1.1	5.17.21	TITLE SHEET
T2.1	5.17.21	OCCUPANCY PLAN / CODE COMPLIANCE
T2.2	5.17.21	CALGREEN / SYMBOLS / ABBREVIATIONS
T3.2	5.17.21	BUILDING ACCESSIBILITY DETAILS
T3.3	5.17.21	POSTED SIGNAGE PLAN + DETAILS
D1.1	5.17.21	DEMOLITION PLAN
A1.1	5.17.21	SITE PLAN
A1.2	5.17.21	ENLARGED SITE PLAN
A1.3	5.17.21	ENLARGED SITE PLAN AND SITE DETAILS
A1.4	5.17.21	SITE DETAILS
A2.1	5.17.21	DIMENSION FLOOR PLAN
A2.2	5.17.21	NOTATION FLOOR PLAN
A2.3	5.17.21	ENLARGED FLOOR PLANS
A3.1	5.17.21	EXTERIOR ELEVATIONS
A3.2	5.17.21	INNER ELEVATIONS
A3.3	5.17.21	ELEVATION ENLARGEMENTS
A3.5	5.17.21	ELEVATION LOCATION PLAN
A3.6	5.17.21	FOAM TRUSS PANEL PLANS
A3.7	5.17.21	FOAM TRUSS ELEVATIONS - MAIN BUILDING

A3.8	5.17.21	FOAM TRUSS ELEVATIONS - NORTH
A4.1	5.17.21	SECTIONS
A5.1	5.17.21	WALL SECTION
A5.2	5.17.21	WALL SECTION
A5.3	5.17.21	WALL SECTION
A5.4	5.17.21	WALL SECTION
A6.1	5.17.21	PLAN DETAILS
A6.2	5.17.21	INTERIOR DETAILS
A6.3	5.17.21	ENVELOPE DETAILS
A6.4	5.17.21	DETAILS
A7.1	5.17.21	ROOF PLAN
A7.2	5.17.21	ROOF DETAILS HIGH ROOF
A7.3	5.17.21	ROOF DETAILS LOW ROOF
A7.4	5.17.21	ROOF DETAILS
A8.1	5.17.21	DOOR SCHEDULE
A8.2	5.17.21	WINDOW SCHEDULE
A8.3	5.17.21	HANGAR DOOR DETAILS
A9.1	5.17.21	REFLECTED CEILING PLAN
A9.2	5.17.21	CEILING AND SOFFIT DETAILS
A10.1	5.17.21	FINISH SCHEDULE
A10.2	5.17.21	INTERIOR ELEVATIONS
A10.3	5.17.21	INTERIOR ELEVATIONS
A11.1	5.17.21	CABINET ELEVATIONS
A11.2	5.17.21	CABINET DETAILS
S-001	5.17.21	STRUCTURAL NOTES
S-002	5.17.21	STRUCTURAL NOTES
S-003	5.17.21	STRUCTURAL NOTES
S-101	5.17.21	TYPICAL FOUNDATION DETAILS
S-102	5.17.21	TYPICAL FRAMING DETAILS
S-103	5.17.21	TYPICAL FRAMING DETAILS
S-104	5.17.21	TYPICAL FRAMING DETAILS
S-105	5.17.21	TYPICAL FRAMING DETAILS
S-106	5.17.21	TYPICAL FRAMING DETAILS
S-201	5.17.21	FOUNDATION PLAN
S-202	5.17.21	LOW ROOF FRAMING PLAN
S-203	5.17.21	PROSCENIUM AND HIGH ROOF FRAMING PLAN
S-301	5.17.21	STRUCTURAL FOUNDATION DETAILS

S-401	5.17.21	STRUCTURAL FRAMING DETAILS
S-402	5.17.21	STRUCTURAL FRAMING DETAILS
S-403	5.17.21	STRUCTURAL FRAMING DETAILS
S-501	5.17.21	STRUCTURAL FRAMING DETAILS
M0.0	5.17.21	MECHANICAL LEGEND, NOTES & SCHEDULES
M1.0	5.17.21	MECHANICAL OVERALL PLAN
M1.1	5.17.21	MECHANICAL ENLARGED FLOOR PLANS
M1.2	5.17.21	MECHANICAL ENLARGED FLOOR PLANS
M2.0	5.17.21	MECHANICAL ROOF PLAN
M3.0	5.17.21	MECHANICAL DETAILS
M3.1	5.17.21	MECHANICAL DETAILS
M4.0	5.17.21	MECHANICAL FLOOR PLAN
T24.0	5.17.21	TITLE 24- ENERGY COMPLIANCE
T24.1	5.17.21	TITLE 24- ENERGY COMPLIANCE
P0.0	5.17.21	PLUMBING LEGEND, NOTES & SCHEDULES
P0.1	5.17.21	PLUMBING SCHEDULES
P1.0	5.17.21	PLUMBING FLOOR PLAN
P1.1	5.17.21	PLUMBING ENLARGED FLOOR PLAN
P2.0	5.17.21	PLUMBING ROOF PLAN
P3.0	5.17.21	DETAILS
P3.1	5.17.21	DETAILS
FP-1	6.24.21	SITE PLAN AND GENERAL NOTES
FP-2	6.24.21	OVERHEAD PIPING PLAN
FP-3	6.24.21	REFLECTED CILING PLAN AND ELEVATION
E0.1	4.17.21	GENERAL NOTES
E0.2	4.17.21	GENERAL NOTES (CONT.) AND LIGHTING
E0.3	4.17.21	FIXTURE SCHEDULE AND ELECTRICAL DETAILS
E0.4	4.17.21	FIXTURE SCHEDULES, ONE LINE DIAGRAM AND ELECTRICAL DETAILS
E0.5	4.17.21	PANEL SCHEDULES
E0.6	10.25.21	FIRE ALARM NOTES, FIRE ALARM RISER AND FIRE ALARM DETAILS
E0.7	10.25.21	FIRE ALARM DETAILS
E1.2	4.17.21	UNDERGROUND UTILITIES AND PLAN
E1.3	4.17.21	AV WIRE & CONDUIT DIAGRAMS
E2.1	4.17.21	LIGHTING FLOOR PLAN
E2.2	4.17.21	EXTERIOR SOFFIT PLAN
E2.3	4.17.21	PHOTOMETRIC STUDY
E3.1	4.17.21	POWER FLOOR PLAN
E3.2	4.17.21	PIPE LEVEL ELECTRICAL PLAN
E3.3	4.17.21	ELECTRICAL HVAC FLOOR PLAN

E3.4	4.17.21	ELECTRICAL ROOF PLAN
E4.1	10.25.21	FIRE ALARM SYSTEM PLAN
ET24A	4.17.21	INDOOR LIGHTING COMPLIANCE
ET24B	4.17.21	INDOOR LIGHTING COMPLIANCE
AV0.1	3.19.21	AV ISO GROUND, ALS, & CONDUIT INFO
AV0.2	3.19.21	AV WIRETYPE SCHEDULE AND CABLE/CONDUIT GUIDELINES
AV0.3	3.19.21	AV PANEL SCHEDULE
AV0.4	3.19.21	AV STANDARD DETAILS
AV0.5	3.19.21	AV STANDARD DETAILS
AV1.1	3.19.21	AV DEVICE PLAN AT FIRST FLOOR
AV1.2	3.19.21	AV DEVICE PLAN AT LIGHTING TRUSS AND CONTROL BOOTH
AV2.1	3.19.21	AV DEVICE RCP AT FIRST FLOOR
AV3.1	3.19.21	AUDIO & VIDEO PLAN AND SECTION AT AMPHITHEATRE
AV4.1	3.19.21	AV ENLARGED PLANS
AV4.2	3.19.21	AV ENLARGED PLANS
AV5.1	3.19.21	AV WIRE AND CONDUIT DIAGRAMS
AV5.10	3.19.21	AV BLOCK DIAGRAMS
AV5.11	3.19.21	AV BLOCK DIAGRAMS
AV5.12	3.19.21	AV BLOCK DIAGRAMS
AV5.13	3.19.21	AV BLOCK DIAGRAMS
AV7.1	3.19.21	AV PANEL ELEVATIONS
AV7.2	3.19.21	AV PANEL ELEVATIONS
AV7.3	3.19.21	AV PANEL ELEVATIONS
AV7.10	3.19.21	AV MOUNTING DETAILS
AV7.11	3.19.21	AV MOUNTING DETAILS
AV7.12	3.19.21	AV MOUNTING DETAILS
PL2.1	3.19.21	PRODUCTION LIGHTING PLAN VIEW AT FIRST FLOOR LEVEL
PL2.2	3.19.21	PRODUCTION LIGHTING PLAN VIEW AT PIPE GRID AND CONTROL BOOTH
PL3.1	3.19.21	PRODUCTION LIGHTING - SINGLE LINE DIAGRAM
PL3.2	3.19.21	PRODUCTION LIGHTING DIMMER ROOM
PL3.3	3.19.21	PRODUCTION LIGHTING - SCHEDULES
PL5.1	3.19.21	PRODUCTION LIGHTING - DEVICE DETAILS
PL5.2	3.19.21	PRODUCTION LIGHTING - DEVICE DETAILS
PL5.3	3.19.21	PRODUCTION LIGHTING - DEVICE DETAILS
PL5.4	3.19.21	PRODUCTION LIGHTING DEVICE MOUNTING DETAILS
PL5.5	3.19.21	PRODUCTION LIGHTING DEVICE MOUNTING DETAILS
PL6.1	3.19.21	PRODUCTION LIGHTING DEVICE MOUNTING DETAILS
PR1.1	3.19.21	PRODUCTION RIGGING - TRANSVERSE SECTION
PR2.1	3.19.21	PRODUCTION RIGGING - PLAN VIEW AT STAGE
PR2.2	3.19.21	PRODUCTION RIGGING - PLAN VIEW AT PIPE GRID
PR3.1	3.19.21	PRODUCTION RIGGING - CENTERLINE SECTION
PR3.2	3.19.21	PRODUCTION RIGGING - SMOKE HATCH RIGGING
PR4.1	3.19.21	PRODUCTION RIGGING - DETAILS

Project: Village Park Renovation Project, Vol. III

Community Clubhouse Alterations

Address: 7997 California Avenue

Permit Numbers: CBAC2020-00531

CBNC2020-00211 (Trash Enclosure)

210505007-P01 (Fire Sprinkler)

Sheet Number

T1.1	Date	Sheet Title
T2.1	05.28.21	Title Sheet
T3.1	03.26.21	Cal Green Checklist
T3.2	05.28.21	Occupancy Plan, Symbols, and Abbreviations
T3.3	03.26.21	Building Accessory Details
	03.26.21	Posted Signage Plan + Details
D1.1		
	03.26.21	Demolition Plan
A1.1		
A1.2	03.26.21	Site Plan
A1.3	05.28.21	Trash Enclosure Details
A1.4	05.28.21	Exterior Ramp Details
A1.5	05.28.21	Ramp and Railing Details
A1.6	05.28.21	Exterior Stair Details
A2.1	03.26.21	Prefabricated Stairs and Blower Enclosure
A2.2	03.26.21	Floor Plan
A3.1	03.26.21	Enlarged Restroom Plans
A6.1	03.26.21	Exterior Elevations
A6.2	03.26.21	Details
A8.1	03.26.21	Details
A8.2	03.26.21	Door Schedule and Details
A9.1	03.26.21	Window Schedule and Details
A9.2	05.28.21	Reflected Ceiling Plan
A10.1	03.26.21	Ceiling Details
A10.2	05.28.21	Finishes
A11.1	05.28.21	Interior Elevations
	03.26.21	Cabinet Elevations and Details
S-001		
S-002	05.28.21	Structural Notes
S-003	05.28.21	Structural Notes
S-101	05.28.21	Structural Notes
S-102	05.28.21	Typical Details
S-201	05.28.21	Typical Details
S-301	05.28.21	Foundation Plan & Landing Framing
S-302	05.28.21	Structural Details
M0.0	05.28.21	Structural Details
M1.0	03.26.21	Mechanical Legend Notes, and Schedules
M1.1	03.26.21	Mechanical Demolition Floor Plan
M2.0	03.26.21	Mechanical Demolition Lower Floor Plan

M2.1	03.26.21	Mechanical Floor Plan
M3.0	03.26.21	Mechanical Lower Floor Plan
	03.26.21	Mechanical Details
T24.0		
T24.1	03.26.21	Compliance
	03.26.21	Compliance
P0.0		
P0.1	03.26.21	Plumbing Legend, Notes, and Schedules
P1.0	03.26.21	Plumbing Key Plan
P2.0	03.26.21	Plumbing Demolition Floor Plan
P3.0	03.26.21	Plumbing Floor Plan
	03.26.21	Plumbing Details
FP1		
FP2	03.26.21	Site Plan and Details
	03.26.21	Reflected Ceiling Plans and Overhead Piping Plans
E0.1		
E0.2	03.26.21	General notes
E0.3	03.26.21	General Notes (Cont.) and Legend
E1.1	03.26.21	Fixture Schedule and Electrical Details
E2.1	03.26.21	Electrical Demolition Plans
E3.1	03.26.21	Main Floor & Partial Lower Level – Lighting Floor Plans
E3.2	03.26.21	Lower Level Power Floor Plan
E3.3	03.26.21	Main Level Power Floor Plan
ET24A	03.26.21	Fire Alarm System Plans
ET24B	03.26.21	Compliance
	03.26.21	Compliance
AC-1		
AC-2	03.26.21	Arts and Crafts Building Demo and Remodel Plans
AC-3	03.26.21	Manufacturer Standard Details - 1

END OF DOCUMENT

NOTICE TO BIDDERS

1. ARTICLE 1. GENERAL
2. Section 1.01 Notice is hereby given that the FAIR OAKS RECREATION AND PARK DISTRICT of Sacramento County, hereinafter referred to as "District or FORPD," will receive sealed Proposals for
3. VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project")
4. Notice is hereby given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each bidder and listed subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the bidder to be registered at the time of bidding shall render the bid non-responsive and unavailable for award. Bidder's listing of an unregistered subcontractor may render the bid non-responsive and unavailable for award unless such failure is the result of an inadvertent error and the provisions of Labor Code section 1771.1 apply.***
5. License required: B – General Contractor
6. Engineer's Estimate: \$18,000,000.00 (Not including project allowance)
7. Scope of work including but not limited to:

Village Park Site Improvements consist of:

- Renovation work around all sides of the park as bordered by Fair Oaks Boulevard, California Avenue, Temescal Street, Main Street and Park Drive. The total site is approximately 4 acres. The majority of the site will be renovated with the exception of the existing buildings and bandshell.
- The work generally consists of, but not limited to the following: site demolition, roadway grinding, asphalt pavement restoration, traffic control, erosion control, site clearing, grading, tree protection, tree removal, drainage, water, fire water, sewer, gas, concrete pavement, curbs, gutters, asphalt pavement, permeable pavers, prefabricated restroom building, retaining walls, fencing, accessible ramps, trellis relocation, shade shelter, play equipment, embankment slide, rubber surfacing, electrical transformer, site lighting, accent lighting, site furnishings, landscaping and irrigation.
 - a. The play equipment (reference location of purchase order) was purchased thru the District and includes the fabrication and delivery of the equipment to the site.
 - b. Some of the site furniture was purchased thru the District (reference location of purchase order) and includes the fabrication and deliver of the site furniture to the site.

The awarded contractor shall be responsible for scheduling the delivery, storage and installation of items 1 and 2 as noted in these contract documents.

Village Park Community Center/Stage House and Amphitheatre improvements
consists of:

- Construction of a new 7,800 square ft Community Center and Stage House, renovation of existing Amphitheater seating area.

Community Clubhouse and miscellaneous support buildings consists of:

- Modifications to existing Community Clubhouse interior and exterior, new trash enclosure. New roofing of support building and Arts & Crafts Building.

The Contract includes any other work as shown on the Project Plans, as specified in the contract documents and as directed by the District.

8. Proposals are due:

BID INFORMATION

Location: Fair Oaks Recreation and Park District, 4150 Temescal Street,
Fair Oaks, CA 95628

Contact: Mike Aho, District Administrator

Date: 04/12/2022

Time: 2:00pm

10. At this time such proposals will be opened and publicly read.

11. Section 1.02 Pre-bid conference will be held at:

MANDATORY PRE-BID CONFERENCE INFORMATION

Location: Community Clubhouse
7997 California Ave., Fair Oaks, CA 95628

Contact: Dave Fukui, ICS Construction Manager

Date: 03/03/2022

Time: 10:00am

12. Attendance for duration of meeting is mandatory and each prime contract bidder (hereinafter referred to as "Bidder" or "Bidders") shall be required to certify, as part of its Proposal Form, that it attended the entirety of the Pre-Bid conference – please refer to Instructions to Bidders. For all Pre-Bid visits (other than the Pre-bid conference), Bidder must make an appointment with the District Representative prior to visiting the Site.

13. Section 1.03 Overall coordination of the Project will be the responsibility of the General Contractor. All inquiries regarding the bid are to be directed to the District

Representative, **ICS, Dave Fukui, dave@icscm.com and cc: John Rivera, john@icscm.com** .

14. Section 1.04 Contract for construction will be direct prime contract with the District. All Project procedures and documents are designed to facilitate delivery of the Project through the prime construction contract. The District's forms shall be used for all documents. Bidders shall read and review the Bidding Documents carefully and shall familiarize themselves thoroughly with all requirements.
15. Section 1.05 Each bid proposal shall conform to the requirements of the Contract Documents. All attendees of the mandatory pre-bid will be emailed the bid documents.
16. Section 1.06 No bid will be considered unless it is accompanied by Cashier's Check, Certified Check or Bid Bond from a surety authorized to do business in California for ten percent (10%) of the total amount of the bid, including additive Alternate Bids, made payable to the District. The above-mentioned check or bid bond shall be given as a guarantee that the Bidder shall, if selected by the District, execute the Contract, in conformance with the Contract Documents. For more information, refer to Section 00 21 13, Article 1, Section 1.06.
17. Section 1.07 Bids shall not expire for a period of 90 days after the date set for the bid opening. Within ten (10) days after notification of the District's Notice of Intent to Award the Contract, the successful Bidder will be required to furnish a Labor and Material Bond and a Faithful Performance Bond. For further information, refer to Sections 00 61 13.13 and 00 61 13.16.
18. Section 1.08 The District is an equal opportunity employer. The District encourages the participation of Local Businesses, DVBE, MBE, and/or SBE firms.
19. Section 1.09 The successful Bidder shall be required to pay its workers on this Project a sum not less than the general prevailing rate (applicable at time of bid advertisement date) of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the Project is performed, as provided under California Labor Code Sections 1726-1861. Copies of the prevailing rate of per diem wages may be obtained on the internet at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Refer to General Conditions Section 00 72 00, Article 7. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
20. Section 1.10 The governing board of the District reserves the right to reject any and all proposals and to waive any irregularity in any proposals received.
21. Section 1.11 At the request and expense of the successful Bidder, eligible securities shall be accepted in lieu of retention payments to insure performance under the Contract, pursuant to California Public Contract Code Section 22300. Refer the General Conditions Section 00 72 00, Article 12, Section 12.05. Said securities shall be deposited prior to the submission of the successful Bidder's first progress payment application.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Definitions

- A. The Project Team consists of the following:

Owner:	Fair Oaks Recreation and Park District (FORPD or Owner)
Construction Manager:	Innovative Construction Services, Inc. (ICS or CM)
The Architects:	WMB Architects (Amphitheater & Community Clubhouse)
Landscape Architects:	Calendar Associates Landscape Architects (Park site)
The Project:	Village Park Renovation Project - BP#21-103
The Project Address:	7991 & 7997 California Ave., Fair Oaks, CA 95628

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

Fair Oaks Recreation and Park District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project:

VILLAGE PARK RENOVATION PROJECT ("Project"):

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
- a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
4. Sealed bids will be received only on the day of bids, until 2:00 p.m., April 12, 2022, at the District Offices located at 4150 Temescal Street, Fair Oaks, California 95628 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

5. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
6. Bids will be opened at or after the time indicated for receipt of bids. **Additionally, the District will make the bid opening available virtually via Zoom. A Zoom link will be sent to all those submitting bids for the project.**
7. Bidders must submit bids on the documents titled Bid Form and Proposal and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
 - d. Non-Collusion Declaration
 - e. Iran Contracting Act Certification
11. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
18. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must

complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any

- representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
- (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
- (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
- (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
20. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
21. All questions about the meaning or intent of the Contract Documents are to be directed via email to the Construction Manager, ICS **Dave Fukui, dave@icscm.com and cc: John Rivera, john@icscm.com**. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
22. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
23. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
24. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
25. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
26. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.

27. Bidders in contention for contract awards may be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.
28. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- 29. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
 - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.
 - g. Prevailing Wage and Related Labor Requirements Certification.
 - h. Drug-Free Workplace Certification.
 - i. Tobacco-Free Environment Certification.
 - j. Criminal Background Investigation/Fingerprinting Certification.
 - k. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
- 30. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
 - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District

- within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
- c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
31. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
32. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
33. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

Should a Notice of Intent to Award be issued, the successful Bidder shall submit all required Post-Bid documents by the tenth (10th) day following the date of issuance of the Notice of Intent to Award. The Post-Bid documents include:

1. Payment Bond
2. Performance Bond
3. Local contact for Surety
4. Insurance Certificates
5. Name of the full-time superintendent
6. Emergency contact names and numbers
7. The name of the safety supervisor
8. Copy of Safety Manual
9. Name of the person(s) authorized to sign documents for this project

10. List of all Subcontractors and suppliers with their contractor license numbers, contractor registration number (DIR), addresses, telephone and email addresses
 11. Resume for full time superintendent
- D. Should a Notice of Intent to Award be issued, the successful Bidder also shall submit the following:
1. Scheduling information according to Article 13 of Section 00 72 00 General Conditions
 2. Schedule of Values information according to Article 12 of Section 00 72 00 General Conditions
 3. Time and Materials wage sheet (submit within ten (10) days of the date of the Notice of Intent to Award)
 4. Matrix of all required submittals (submit within ten (10) days of the date of the Notice of Intent to Award)
34. Construction Sets of Plans and Specifications
- The District will provide to the successful Bidder at District expense complete sets of approved plans, specifications and addenda as required in an amount not to exceed five (5) sets. Additional sets may be purchased by the successful Bidder for the cost of reproduction.

END OF DOCUMENT

EXISTING CONDITIONS

1. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Reports and Information on Existing Conditions

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by FORPD (District), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents. These reports, documents, and other information do **not** excuse Contractor from fulfilling Contractor's obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.
- e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.
- f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
 - (1) Survey of Site.
 - (2) Geotechnical Report(s).
 - (3) Hazardous Material Report(s).
 - (4) Environmental Document
 - (5) Videotaped Survey(s), if any.

3. Use of Information

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform as a condition to bidding and Bidder should not and shall not rely on this information or any other information supplied by District regarding existing conditions.
- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

4. Investigations/Site Examinations

- a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract

Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

BID FORM AND PROPOSAL

PROPOSAL FOR: **FAIR OAKS RECREATION AND PARK DISTRICT**

COVERING BID PACKAGE: **VILLAGE PARK RENOVATION PROJECT, BP#21-103**

SUBMITTED BY: _____

Name of Bidder

Address

Phone #/Fax #:

Licensed in accordance with the Contractors State License Board Description of Classifications. Registered with the Department of Industrial Relations. A copy of this document may be obtained from the Contractors State License Board, P.O. Box 26000, 9835 Goethe Road, Sacramento, CA 95826.

License number: _____. License type: ___. License expiration date: _____.

Public Works Contractor DIR Registration # _____ Expiration date: _____

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Village Park Site Improvements - BASE BID (Lump sum in words) =

_____ dollars

Village Park Site Improvements BASE BID (Lump sum in figures) =

\$ _____

Village Park Community Center - BASE BID (Lump sum in words) =

_____ dollars

Village Park Community Center BASE BID (Lump sum in figures) =

\$ _____

Village Park Site Community Clubhouse Alterations - BASE BID (Lump sum in words) =

_____ dollars

Village Park Site Community Clubhouse Alterations BASE BID (Lump sum in figures) =

\$ _____

PROJECT ALLOWANCE in the amount of One Million, Eight Hundred Thousand dollars \$1,800,000.00 (See Section 01 21 00)

TOTAL BASE BID plus PROJECT ALLOWANCE (Lump sum in words) =

_____ dollars

TOTAL BASE BID plus ALLOWANCE (Lump sum in figures) =

\$ _____

BID ALTERNATES

Village Park Renovation Bid Alternate No. 01 – Terraced Seat Wall

BASE BID (Lump sum in words) =

_____ dollars

Village Park Renovation Bid Alternate No. 01 - Terraced Seat Wall

BASE BID (Lump sum in figures) =

\$ _____

Village Park Renovation Bid Alternate No. 02 – Clubhouse Entry from Parking Lot

BASE BID (Lump sum in words) =

dollars

Village Park Renovation Bid Alternate No. 02 – Clubhouse Entry from Parking Lot

BASE BID (Lump sum in figures) =

\$ _____

Village Park Renovation Bid Alternate No. 03 – DOT Roadway Resurfacing

BASE BID (Lump sum in words) =

dollars

Village Park Renovation Bid Alternate No. 03 – DOT Roadway Resurfacing

BASE BID (Lump sum in figures) =

\$ _____

Village Park Renovation Bid Alternate No. 04 – Kitchen Renovation

BASE BID (Lump sum in words) =

dollars

Village Park Renovation Bid Alternate No 04 – Kitchen Renovation

BASE BID (Lump sum in figures) =

\$ _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Allowance.** The Bidder's Base Bid shall include an allowance of **\$1,800,000.00** for Unforeseen Conditions and any supplemental Owner requirements. (**See Section 01 21 00**)

The above allowance shall only be allocated for unforeseen items and any supplemental Owner requirements relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work.

Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is an B license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Name of Bidder: _____

Type of Organization: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

The undersigned has the authority to so bind Bidder to these representations and agreements.

Dated this _____ day of _____ 20____.

Signed by: _____

Printed Name and Title of Signer: _____

Affix Corporate Seal Here

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"),

and _____, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Fair Oaks Parks & Recreation ("District") of Sacramento County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: _____ ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

1. PROJECT: **VILLAGE PARK RENOVATION PROJECT, BP#21-103** ("Project")

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: **VILLAGE PARK RENOVATION PROJECT, BP#21-103** ("Project")

Check option that applies:

I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Fair Oaks Recreation & Parks District, its Architects, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

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]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project") between the Fair Oak Recreation & Parks District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project") between the Fair Oak Recreation & Parks District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project")
between the Fair Oak Recreation & Parks District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project") between the Fair Oak Recreation & Parks District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project") between the Fair Oak Recreation & Parks District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes parks sites, buildings, District-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

- 1.** PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project") between the Fair Oak Recreation & Parks District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").
- 2.** Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
- 3.** Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- 4.** Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
- 5.** Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- 6.** All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
- 7.** Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project") between the Fair Oak Recreation & Parks District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: **VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project")**

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NOTICE OF AWARD

Dated: _____ 20____

To: _____ (Contractor)

To: _____
(Address)

From: Governing Board ("Board") of the Fair Oaks Recreation & Parks District ("District")

Re: **VILLAGE PARK RENOVATION PROJECT, BP#21-103 ("Project")**

Contractor has been awarded the Contract for the above-referenced Project on _____
_____, 20____, by action of the District's Board.

The Contract Price is _____ Dollars (\$_____) and
includes alternates _____.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Insurance Certificates and Endorsements as required.
- e. Workers' Compensation Certification.
- f. Prevailing Wage and Related Labor Requirements Certification.
- g. Drug-Free Workplace Certification.
- h. Tobacco-Free Environment Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

FAIR OAKS RECREATION & PARKS DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

This contract is contingent upon Fair Oaks Recreation and Park District Board approval and will not be valid unless approved.

THIS AGREEMENT is made and entered into as of this day of 20, by and between the Fair Oaks Recreation and Park District (hereinafter referred to as "District" or "FORPD"), and _____, an independent contractor (hereinafter referred to as "Contractor").

District and Contractor hereby mutually agree as follows:

Section 1 – SCOPE OF WORK.

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of District, all work called for and in the manner designated in, and in strict accordance with, the Contract Documents as defined in Section 2 hereof, the Work for the **VILLAGE PARK RENOVATION PROJECT, BP#21-103.**

Section 2 – CONTRACT DOCUMENTS.

The Contract Documents, sometimes also referred to as "the Contract", consists as applicable, the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, Preliminary Construction Schedule, and the Contract Schedule.

Section 3 – DEFINITIONS.

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

Section 4 – CONTRACT AMOUNT.

District agrees to pay and Contractor agrees to accept, for the full and complete performance of this Agreement in full payment for the Work performed the sum of

DOLLARS (\$_____), subject to adjustment as provided in the Contract Documents.

Section 5 – MONTHLY PROGRESS PAYMENTS.

Monthly progress payments shall be made in accordance with Article 12 of the General Conditions of the Contract Documents.

Section 6 – FINAL PAYMENT.

Final payment shall be made in accordance with Article 21 of the General Conditions.

Section 7 – RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.

When, under this provision of the Contract Documents, District shall charge any sum of money against Contractor, District shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may become due to Contractor from District. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay District's charges against Contractor, District shall have the right to recover the balance from Contractor or its sureties.

Section 8 – TIME OF COMPLETION.

The Work shall be commenced on the date specified in the District's "Notice to Proceed," and shall be fully completed as described in the Contract Documents, including, without limitation, the General Conditions, **Construction completed by [REDACTED], Punchlist, and project acceptance by [REDACTED] and Close-out completion by [REDACTED]** together with such additional time as may be provided by any change order issued pursuant to the Contract Documents.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement and the Contract Documents.

Section 9 – NO WAIVER OF REMEDIES.

Neither the inspection by District or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to District or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and District shall have any and all equitable and legal remedies, which it would in any case have.

Section 10 – LIQUIDATED DAMAGES.

Liquidated damages may be assessed against Contractor in accordance with Article 14 of the General Conditions and Section 00 73 00, Special Provisions, in the amount of \$ [REDACTED].00 per calendar day if Contractor fails to complete the Work within the Contract Time. The provision for liquidated damages in the Contract Documents shall not act as a limitation upon District if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred.

Section 11 – PERFORMANCE AND PAYMENT BONDS.

Contractor, before beginning the Work, shall file a Performance Bond and a Payment Bond with District, each made payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Contract at the expense of Contractor. Each bond shall be in the amount of one hundred percent (100%) of the Contract. The Performance Bond shall guarantee the faithful performance of the Contract. The Payment Bond shall be in accordance with the requirements of Part 6, Title 3, Chapter 5 of the California Civil Code, commencing with section 9550. Any alteration or alterations made in any provision of the Contract shall not operate to release any surety from any 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.

Section 12 – UNFAIR COMPETITION.

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

"In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

Section 13 – ASSIGNMENT.

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of District first obtained.

Section 14 – NO THIRD PARTY BENEFICIARIES.

This Agreement is entered into solely between District and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

Section 15 – AGREEMENT BINDING.

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

Section 16 – AGREEMENT CONTROLS.

In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

Section 17 – NOT USED

Section 18 – GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

District: Fair Oaks Recreation and Park District

By: _____
Mike Aho

Its: District Administrator

Board Approval Date: _____

(Corporate Seal)

Contractor: _____

By: _____

Its: _____

Business Address: _____

License Number: _____

Contractor DIR Registration #: _____

Federal I.D. #: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

NOTICE TO PROCEED

Dated: _____, 20____

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: VILLAGE PARK RENOVATION PROJECT, ("Project")

PROJECT/CONTRACT NO.: **BP#21-103** between the Fair Oaks Recreation & Parks District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20_____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____, 20_____.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, address, telephone number, email address, facsimile number, California State Contractors License number, license classification, Department of Industrial Relations registration number, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

Fair Oaks Recreation & Parks District

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ESCROW AGREEMENT IN LIEU OF RETENTION
(Public Contact Code Section 22300)

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Fair Oaks Recreation & Parks District ("District"), whose address is 4150 Temescal Street, Fair Oaks, California 95628, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
 - Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Contractor for the **BP#21-103 VILLAGE PARK RENOVATION PROJECT**, in the amount of _____ Dollars (\$_____) dated, _____, 20____, (the "Contract"); **or**
 - On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

Securities shall be held in the name of Fair Oaks Recreation & Parks District, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time that the Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF DOCUMENT

PAYMENT BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, FAIR OAKS RECREATION AND PARK DISTRICT (the "District") has awarded to

_____ as Principal a contract dated the _____ day of _____, 2_____, for the furnishing if all labor, materials, equipment, transportation and services for the construction of **VILLAGE PARK RENOVATION PROJECT, BP#21-103** Project located in Sacramento County, California (hereinafter referred to as the "Contract");

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and _____ as Surety, are held and firmly bound unto the District in the sum of _____ DOLLARS \$_____ for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.
4. Amounts owed by the District to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the District accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfy obligations of Principal and Surety under this Bond, subject to the District's priority to use the funds for the completion of the Work or the satisfaction of the District's claims, including liquidated damages, under the Contract.
5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.
6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.
7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

Principal:

(Name of Firm)

Surety:

(Name of Firm)

By:

By:

Title:

Title:

Address for Notices:

Phone# _____

Fax# _____

Note: Notary Acknowledgement for Surety and
Surety's Power of Attorney must be attached

Address for Owner Notices:

FAIR OAKS RECREATION AND PARK DISTRICT
Attn: Mike Aho
4150 Temescal Street, Fair Oaks, CA 95628

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a
Power of Attorney and Certificate of Authority for Surety. The California Department of
Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

PERFORMANCE BOND FORM

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM.)

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, FAIR OAKS RECREATION AND PARK DISTRICT hereinafter referred to as "District" and _____ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of **VILLAGE PARK RENOVATION PROJECT, BP#21-103** Project located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto District and Claimants, as defined herein, in the penal sum of _____ DOLLARS \$ _____, lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
 - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract; and
 - 3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.

4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 1. Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or
 2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 3. Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or
 4. Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
 - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
 - 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;
 - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

1. DEFINITIONS

- 1.02 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- 1.02 Construction Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 1.02 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal

By: _____

Its: _____

Address: _____

Phone #: _____

SURETY

By: _____

Its: _____

Address: _____

Phone #: _____

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

FAIR OAKS RECREATION AND PARK DISTRICT
Attn: Mike Aho
4150 Temescal Street, Fair Oaks, CA 95628

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Fair Oaks Recreation & Parks District
 4150 Temescal Street
 Fair Oaks, CA 95628

**ALLOWANCE
EXPENDITURE
DIRECTIVE NO.:**

ALLOWANCE EXPENDITURE DIRECTIVE**Project: Village Park Renovation****Date:** _____**Project No.: BP #21-103**

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner Name, Address, Telephone:

Fair Oaks Recreation & Parks District
4150 Temescal Street
Fair Oaks, CA 95628
916-966-1036

Contractor Name, Address, Telephone:

Reference	Description	Allowance Authorized for Expenditure
Request for AED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	\$

Total Contract Allowance Amount:	\$
Amount of Previously Approved Allowance Expenditure Directive(s):	\$
Amount of this Allowance Expenditure Directive:	\$

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represent a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

DISTRICT: FAIR OAKS RECREATION & PARKS DISTRICT Date: _____ By: _____ [Print Name and Title here] _____	CONTRACTOR: _____ Date: _____ By: _____ [Print Name and Title here] _____
ARCHITECT/LANDSCAPE ARCHITECT: _____ Date: _____ By: _____ [Print Name and Title here] _____	CONSTRUCTION MANAGER: _____ Date: _____ By: _____ [Print Name and Title here] _____

END OF DOCUMENT

CHANGE ORDER FORM

Fair Oaks Recreation & Parks District
 4150 Temescal Street
 Fair Oaks, CA 95628

CHANGE ORDER NO.:

CHANGE ORDER

Project: Village Park Renovation

Date: _____

Project No.: BP #21-103

The following parties agree to the terms of this Change Order:

Owner:

Fair Oaks Recreation & Parks District
4150 Temescal Street
Fair Oaks, CA 95628

Contractor:

Architect/Landscape Architect:

Construction Manager:

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows: Previous Completion Date: <u>[Date]</u> <u> </u> [#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: <u>[Date]</u>	Original Contract Amount: Amount of Previously Approved Change Order(s): Amount of this Change Order: Contract Amount:	\$	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

[Name]

Date

Contractor:

[Name]

Date

Architect/**Landscape Architect:**

[Name]

Date

Construction Manager:

[Name]

Date

END OF DOCUMENT

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____ by and between the FAIR OAKS RECREATION & PARKS DISTRICT ("District") and _____ ("Contractor"), whose place of business is _____.

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: **BP#21-103 VILLAGE PARK RENOVATION PROJECT** ("Contract" or "Project") in the County of Sacramento, California; and

WHEREAS, the Work under the Contract was completed on _____, and a Notice of Completion was recorded with the County Recorder on _____.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT AND RELEASE

1. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum \$_____

Modified Contract Sum \$_____

Payment to Date \$_____

Liquidated Damages \$_____

Payment Due Contractor \$_____

2. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$_____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

FAIR OAKS RECREATION & PARKS DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

GUARANTEE FORM

____ ("Contractor") hereby agrees that the _____ ("Work" of Contractor) which Contractor has installed for the Fair Oaks Recreation & Parks District ("District") for the following project:

PROJECT: **VILLAGE PARK RENOVATION PROJECT, BP#21-103** ("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of one year(s) from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20 ____.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

Section 00 72 13 – GENERAL CONDITIONS

Table of Contents

<u>Article</u>	<u>Subject</u>	<u>Pages</u>
1	Definitions and Principles of Interpretation	2-7
2	Contract Documents	8-9
3	Bonds and Bonding; Indemnification and Insurance	10-15
4	Permits, Licenses, Ordinances, and Regulations	16
5	Interpretation of Drawings and Specifications	17-18
6	Subcontractor Listing and Substitution	19-20
7	State Requirements Regarding Wages, Hours, and Equal Opportunity	21-24
8	Supervision and Labor	25-26
9	Inspection and Testing	27-29
10	Protection of Workers, Public, and Property	30-32
11	Submittals (would we add information on Additive Alternatives here?)	33-39
12	Progress Payments	40-42
13	Time of Work	43-46
14	Delays and Extensions of Time	47-49
15	Changes to the Work	50-53
16	District's Right to Carry Out the Work	54
17	Rejection and Replacement of Work and Materials	55
18	District's Right to Terminate the Contract	56-58
19	Preservation and Cleaning	59
20	Completion, Inspection and Occupancy by District	60-61
21	Contract Closeout	62-63
22	Guarantees	64
23	Claim Requirements	65-68
24	Additional Provisions	69

ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

Section 1.01. Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this article.

Section 1.02. Addendum/Addenda.

"Addendum" or "Addenda" are written documents furnished by the District before award of the Contract, interpreting or modifying plans and specifications or answering questions of intended bidders, and shall be incorporated in and are a part of the Contract Documents.

Section 1.03. Architect/Landscape Architect.

The "Architect//Landscape Architect." is the architectural and/or landscape architectural firm engaged as an agent by the District to perform the services set forth in the Contract Documents.

The Architect/Landscape Architect. is designated by the District as the District's agent to perform all functions delegated to the Architect/Landscape Architect. by the Contract Documents.

Section 1.04. Architect's Instruction Bulletin.

"Architect's Instruction Bulletins" are supplemental drawings or instructions which may be issued as necessary from time to time to make clear or define in greater detail the intent of the Contract Drawings and Specifications. There may be a change in Contract Sum or Contract Time involved with the work shown in the Bulletin.

Section 1.05. Bid.

"Bid" shall mean the offer of the bidder to do the work, when submitted on the prescribed bid form, properly executed and bonded, at the designated time and location.

Section 1.06. Not applicable.

Section 1.07. Change Order.

"Change Order" shall mean a written order to the Contractor, issued after execution of the Contract, signed by the District and the Contractor, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. Change Orders may incorporate CCDs.

Section 1.08. Closeout Documents.

Documents as required to meet the requirements of final completion as defined in Article 21.

Section 1.09. Not applicable.

Section 1.10. Construction Change Directive.

"Construction Change Directive" or "Directive" shall mean a written order to the Contractor, issued after execution of the Contract, signed by the District or the District Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Section 1.11. Contract Change Document

"Contract Change Document" or "CCD" shall mean the following documents: Architect's Instruction Bulletins, Construction Change Directives, Interpretations, RFI's or Substitutions.

Section 1.12. Contract Documents.

The "Contract Documents" shall include as applicable the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical

Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, Directives, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, Preliminary Construction Schedule, and the Contract Schedule.

Section 1.13. Contract Drawings or Plans.

The "Contract Drawings" (sometimes referred to as "Drawings" or "Plans") are the graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. This information may be developed and stored in a 3D or 4D model of the Project. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

Section 1.14. Contract Schedule.

The "Contract Schedule" is the schedule produced by the Contractor in response to the requirements of the Contract Documents. See Section 13.02 for specific requirements.

Section 1.15. Contract Sum.

"Contract Sum" is the total amount payable by the District to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum is the amount stated in the Agreement for Construction, including authorized adjustments thereto.

Section 1.16. Contract Time.

"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Agreement for Construction and adjusted by any Change Order issued pursuant to the Contract Documents.

Section 1.17. Contractor.

"The Contractor" shall mean the person or persons, partnership, or corporation, who have entered into the Agreement for Construction of the Work with the District or its legal representatives, or successors, assigns, executors, or heirs. The Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

Section 1.18. Date of Commencement.

"Date of Commencement" is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Section 1.19. Date of Completion.

The "Date of Completion" for the purpose of determining when the Work is complete is the date certified by the District Representative when construction of the Work is 100% complete, including acceptance by the Architect of all punch list corrections. See Article 21 for the meaning of "completion" for the purpose of determining acceptance of the Work and when final payment is due.

Section 1.20. Day.

Unless otherwise expressly defined, a "day" shall mean a calendar day of 24 hours, including each and every day of the year.

Section 1.21. District.

"District" shall mean the Fair Oaks Recreation and Park District. The District is sometimes designated "Owner" or "FORPD" in the Contract Documents.

Section 1.22. District Representative.

"District Representative" shall mean the District's designated agent engaged to perform all functions delegated to the District Representative by the Contract Documents. The District Representative may or may not be a construction manager. The District Representative will be the Contractor's primary contact during construction of the Project.

Section 1.23. Not applicable.

Section 1.24. Equal (as in "or equal").

"Equal" shall mean a system, process, product or material which is similar in all respects to that shown or specified but produced by a manufacturer not listed in the specification. See also: Substitution.

Section 1.25. First Line Supervision.

"First Line Supervision" shall mean a working foreman or lead craft worker other than the project superintendent.

Section 1.26. Interpretations.

"Interpretations" are all clarifications, additional instructions, and explanations issued by the Architect/Landscape Architect and/or Inspector pursuant to Article 5 hereof, after award of the Contract.

Section 1.27. Materials and Equipment.

"Materials" is a generic term which shall include all building materials, articles, supplies, and equipment delivered to the project for incorporation in the Work. "Materials" includes everything incorporated into the Work except labor, unless otherwise noted.

"Equipment" shall mean all pre-manufactured or partially preassembled products or components, assembled or partially assembled before delivery to the Site.

Section 1.28. Milestone Completion Date.

The "Milestone Completion Date" is the date certified as when construction of the Work of any phase is 100% complete, including acceptance by the Architect of all punch list corrections.

Section 1.29. Notice of Intent to Award.

The "Notice of Intent to Award" is issued following District approval of bids. It authorizes the Contractor to obtain required bonds and insurance and to procure all materials and equipment necessary to fulfill its contract within the time shown in the schedule.

Section 1.30. Notice to Proceed.

"Notice to Proceed" is the notice given to the Contractor following execution of the Agreement for Construction and receipt of all required preconstruction submittals as itemized in the Notice of Intent to Award. The Notice to Proceed establishes the start of the Work and authorizes the Contractor to begin construction.

Section 1.31. Not applicable.

Section 1.32. Preliminary Construction Schedule.

"Preliminary Construction Schedule" is a schedule that may be included in the bid documents and establishes the milestone dates for completion of each major trade activity as well as the phasing of work by building and the overall duration of the Project.

Section 1.33. Product Data.

"Product Data" shall mean illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

Section 1.34. Project.

"Project" shall mean the total design and construction of the work of improvement described in the Contract Documents, of which the Work may be the whole or a part and which may include construction by District or by separate contractors.

Section 1.35. Project Inspector.

The "Project Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of the Work by the Contractor for compliance with the Contract Documents. The Project Inspector is hereby designated as an agent of the District for such purpose and no other. The Project Inspector is supervised by, and reports to, the Architect. The authority of the Project Inspector to monitor the work shall be strictly limited to that authority specified herein and in Title 24, California Code of Regulations, and no additional authority has been granted nor shall be inferred.

Section 1.36. Proposed Change Order/Work Order.

A "Proposed Change Order/Work Order" or "PCO" is the name given to a document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal, a Request for Information or an Architect's Instructional Bulletin. A PCO is not effective to authorize the proposed change to the Work, to the Contract Sum or to the Contract Time unless it is accepted in writing by the District.

Section 1.37. Provide.

"Provide" shall mean to furnish, install, and connect complete and ready for use.

Section 1.38. Reference to Codes.

Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Section 1.39. Request for Information.

"Request for Information" or "RFI" is the name given to a document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. The response to the RFI does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized by the District.

1. Should the Contractor require clarification or additional information of the Contract Documents, and after the Contractor has consulted with the Project Inspector, the Contractor will direct the request to the District Representative on a Request for Information (RFI) form.
2. Each RFI will be submitted to the District Representative un-numbered. The District Representative will number each RFI sequentially and will maintain an RFI log. The Contractor shall describe on the RFI the problem or clarification being requested. The description provided should be complete and adequate to permit a written response without additional communications with the Contractor. The Contractor shall attach any related information or correspondence that may have been received from Subcontractors or vendors on the subject. In instances where the Contractor believes there may be a conflict between elements of the plans and specifications, the Contractor should identify the conflict and indicate the manner in which it interprets the Contract Documents.
3. The District Representative will review the request and take one or more of the following steps:
 - a. Return the request to the Contractor for additional information.
 - b. Forward the request to the A/E for response, copying the Project Inspector.
 - c. Provide response and return to the Contractor with copies to the A/E and Project Inspector.
4. The A/E or other appropriate party receiving the RFI, will attempt to provide a response to the District Representative within seven (7) calendar days of receipt. The District Representative will in turn review the response and forward it to the Contractor. Should the response to an RFI be required by a specific critical date the Contractor shall indicate that date on the RFI.
5. If the A/E's review indicates a change or revision is necessary to the Contract Documents, the A/E

will prepare the appropriate drawings and/or specifications required to define the change or revision. These documents will be transmitted to the District Representative for review and incorporation into the Contract Documents. The District Representative will transmit the revised documents to the Contractor.

6. If the Contractor believes the clarification or direction provided by the response to the RFI will impact the cost or schedule of the Project, the Contractor shall provide prompt notification to the District Representative, according to the General Conditions. After consultation with the A/E, the District Representative may prepare a Request for Proposal, PCO/Work Order and/or Change Order that shall be processed as outlined in the Change Order Procedure section of the Manual.

Section 1.40. Request for Proposal.

A "Request for Proposal" or "RFP" is the name given to a document issued by the District Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a Directive or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Section 1.41. Samples.

"Samples" shall mean physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Section 1.42. Shop Drawings.

"Shop Drawings" shall mean drawings, diagrams, schedules and other data specifically prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Section 1.43. Site.

"Site" is the area within which the Project is to be constructed.

Section 1.44. Special Inspector.

The "Special Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of specific aspects of the work as required by Title 24, California Code of Regulations.

Section 1.45. Special Provisions.

The "Special Provisions" are specific clauses setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions and Technical Specifications.

Section 1.46. Specifications.

"Specifications" include the special provisions, general conditions, general requirements, and technical specifications applicable to the Work, all duly executed and issued addenda and interpretations, and all modifications approved by the District pursuant to a Change Order.

Section 1.47. Subcontractor.

"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to the Contractor in or about the construction of the Work, or who, under subcontract to the Contractor, fabricates and installs a portion of the work or improvement.

"Subcontractor" shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title I of the Public Contract Code, commencing with Section 4100.

Section 1.48. Submittal.

"Submittal" shall mean all product data, shop drawings, manufacturers' instructions, samples, Equals, substitution requests and all other submissions that the Contractor is required to provide to the District and/or the Architect.

Section 1.49. Substitution.

"Substitution" shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.

Section 1.50. Supply.

"Supply" shall mean to furnish only, complete and ready for installation, including shipping, delivery, protection, and any assembly required prior to installation.

Section 1.51. Work.

The "Work" shall mean that scope of work defined in Section 00 73 00, Article 1 of these Specifications and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

Section 2.01. The Contract.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order as defined in Section 1.07. Nothing contained in the Contract Documents shall create any contractual relationship between the District, the District Representative or the Architect and any Subcontractor or sub-subcontractor, or between the District Representative or the Architect and the Contractor.

Section 2.02. General Intent of Contract Documents.

It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but reasonably implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents.

Section 2.03. Labor and Materials.

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable there from as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

Section 2.04. Complementary Feature of Various Parts of Contract Documents.

The Contract Documents, including the Specifications and Plans and Drawings, are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, large scale (detail) Drawings shall govern over small-scale Drawings, the Specifications shall govern over both the Construction Administrative Procedures Manual and the Contract Drawings except as noted below, special provisions shall govern over both the Contract Drawings and the general conditions, and subsequent addenda, Interpretations, or approved change orders shall govern over the original documents, unless a different order of precedence is noted elsewhere in conjunction with a specific portion of the documents.

In case of conflict between the Drawings and Specifications, the Drawings shall govern in matters of quantity and size, the Specifications in matters of quality. In case of conflict within the Drawings involving quantities or within the Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, the manufacturer's instructions and/or recommendations, as part of this Contract.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Bidders, except as limited to type, class, or grade, or modified in

such reference. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications.

Section 2.05. Ownership and Use of Documents.

All original Drawings and Specifications prepared by the Architect are and shall remain the property of the District.

Section 2.06. Successors and Assigns.

The District and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it in whole or part without the written consent of the District nor shall the Contractor assign any moneys due or to become due to it hereunder without the prior written consent of the District.

Section 2.07. Written Notice.

Written notice may be accomplished by personal delivery, United States mail, delivery receipt email, facsimile or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered to Contractor's home office, job-site office, or to Contractor's superintendent; or when the facsimile transmission is complete; or two days after mailing by U.S. mail; or upon actual delivery as evidenced by a delivery receipt.

Section 2.08. Rights and Remedies.

The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the District available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of the District, the District Representative, the Project Inspector or the Architect to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the District and hereby agrees that no default, act or omission of the District, the District Representative, the Project Inspector or the Architect, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of the Contract or to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to monetary damages.

Section 2.09. Unenforceability of any Clause.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be considered stricken and the remaining portion shall remain in full force and effect.

ARTICLE 3. BONDS AND BONDING; INDEMNIFICATION AND INSURANCE

Section 3.01. Bonds: Time to Submit.

Within ten (10) days after receipt of Notice of Intent to Award, and before the District will execute the Agreement for Construction, the Contractor to whom the Work is awarded shall furnish and deliver to the District bonds as set forth below in Sections 3.03, 3.04 and 3.05, except those contracts for amounts less than \$25,000 will not be required to be accompanied by bonds.

Section 3.02. Qualifications of Surety.

All bonds shall be duly executed by a responsible corporate surety listed in the current version of the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," admitted by the State of California Department of Insurance to do business in the State of California and acceptable to District.

Section 3.03. Performance Bond.

The Contractor shall submit a faithful Performance Bond on the form provided with the Contract Documents, conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. The amount of the bond shall be in a sum no less than one hundred percent (100%) of the total Contract Sum.

Section 3.04. Labor and Materials Payment Bond.

The Contractor shall also submit a bond on the form provided with the Contract Documents, which in all respects complies with California Civil Code sections 9550, 9552, and 9554. This bond, hereinafter referred to as a "Payment Bond," shall be in a sum no less than one hundred percent (100%) of the Contract Sum.

Section 3.05. Supply Bond.

If work under the Contract is limited to supplying of materials or equipment only, a supply bond in the amount of one hundred percent (100%) of the said Contract Sum will be required in lieu of performance and labor and materials bonds.

Section 3.06. Additional Bonding Requirements.

All bonds submitted shall include the following:

1. Full name and address of the Contractor, Surety, and District
2. Contract Date
3. Exact Contract Sum
4. Project name, address, and bid package number.
5. Signature of the Contractor
6. Corporate Seal if Applicable
7. Signature of authorized Surety representative.
8. Notarization of the Contractor and Surety
9. Power of Attorney
10. Local contact for Surety, with name, phone number, and address to which legal notices may be sent

Section 3.07. Bond Costs in Bids.

All costs for applicable Bid Bonds, Labor and Material Payment Bonds, Performance Bonds, and Supply Bonds shall be included in base bid.

Section 3.08. Indemnification.

To the fullest extent permitted by law, the Contractor shall defend with counsel acceptable to the District, indemnify and save harmless the District, the District Representative, and the Architect and any of their respective officers, agents, and employees from and against, any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, equitable relief, stop notice actions, or any acts or omissions,

any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, subcontractors or suppliers; provided, further, without limiting the foregoing, that the defense and indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor and the Contractor's agents, employees, independent contractors, or subcontractors or suppliers, and the District, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the District in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of the District.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, subcontractors or suppliers of any provisions of federal, state or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the Work, whether such persons are on or about the Site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 3.09. Indemnification of Adjacent Property Owners.

In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the District prior to commencement of any work on or about such property. The Contractor

also shall indemnify the District as provided in Article 10. These provisions shall be in addition to any other requirements of the owners of adjacent property.

Section 3.10. Insurance.

The Contractor shall obtain, and maintain during the entire Contract Time, at its sole cost and expense, all insurance required by Sections 3.13 and 3.14. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to the District within ten (10) days after being notified of the intent to award the Contract, and before execution of the Agreement for Construction by the District. Insurance Certificates must indicate Bid Package number and project name.

Every policy shall be endorsed to state that it shall not be assigned, canceled, or reduced in coverage without thirty (30) days' prior written notice to District. Every policy shall also be endorsed to state that the District shall be given notice of nonrenewal at least thirty (30) days prior to the nonrenewal date.

The Contractor shall not commence work until all required insurance documentation has been submitted to and accepted by the District.

Failure of Contractor to maintain all required insurance during the entire Contract Time shall constitute a default entitling the District to all rights and remedies that exist in the Contract Documents and/or by law.

The requirements as to the types and limits of insurance coverage, and any approval of said insurance by the District, is not intended and shall not in any manner limit or qualify the liabilities and obligations pursuant to this Agreement.

Any failure to comply with one or more of the requirements of this section by contractor shall not be deemed to be a waiver by the District of the requirements.

Section 3.11. Subcontractor's Insurance.

The Contractor shall not allow any Subcontractor to commence work on its subcontract until the Subcontractor has provided the insurance specified below. The Contractor shall require each of its Subcontractors to procure and to maintain, during the life of the subcontract, bodily and personal injury liability and property damage insurance, and workers' compensation insurance, of the type and in the same amount as specified herein, including, without limitation, the requirement that the Subcontractor's policy shall be endorsed (1) to include by name the District, Architect, District Representative, Low voltage consultant, Hazardous Materials Consultant, and any other consultant retained by the District, and their officers and employees as additional insured's and shall provide that they are primary with any insurance maintained by District as non-contributory and will have severability of interest endorsement, and (2) to waive all rights of subrogation against the District, District Representative, Architect, Low Voltage Consultant, Hazardous Materials Consultant, and any other consultant retained by the District, or any of their respective officials, employees and volunteers for losses arising from work performed by the Contractor for the District .

It shall be the responsibility of the Contractor to ensure that all Subcontractors comply with this provision, and to verify their compliance when requested by the District.

If requested by the District, the Contractor shall deliver certificates of insurance or copies of the insurance policies and endorsements of all Subcontractors; provided, however, that this authority shall not relieve the Contractor of its obligation to ascertain the existence of such insurance.

Section 3.12. Effective Date of Policies.

The insurance required by this article shall be maintained by the Contractor in full force and effect at all times during prosecution of the Work and until two (2) years after the final completion and acceptance thereof by District.

Section 3.13. Workers' Compensation and Employers' Liability Insurance.

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall secure the payment of compensation to its employees. The Contractor and each

subcontractor shall provide workers' compensation insurance and occupational disease insurance as required by law and employers liability insurance with minimum limits of \$1,000,000 covering all workplaces involved in the Contract Documents.

The Contractor shall sign and file with the District the following certificate on the form provided by the District:

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, and I will comply with such provisions before commencing the performance of the work of this Contract.

The Contractor shall require each subcontractor to file such statement prior to allowing that subcontractor to commence work.

The Contractor shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California. The certificate shall provide that at least thirty (30) days' prior written notice shall be served on District prior to the cancellation or change of such insurance or self-insurance. Said certificate shall also provide that the insurer shall waive all rights of subrogation against the District, District Representative, Architect, Low Voltage Consultant, Hazardous Materials Consultant, and any other consultant retained by the District, and each of their respective officials, employees and volunteers for losses arising from work performed by the Contractor for the District. Such insurance shall be delivered to the District Representative within ten (10) days of being notified of the intent to award the Contract, and before the District will execute the Agreement for Construction.

Section 3.14. Liability Insurance.

Insurance is to be placed with insurers approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII.

1. The Contractor and its Subcontractors shall procure and maintain insurance on all of their operations during the progress of the Work, with reliable insurance companies, on forms acceptable to District, for the following minimum insurance coverage's:
 - a. Comprehensive general liability insurance, including but not limited to, Owner's contingent coverage, and protection for claims of bodily injury and property damage liability, personal and advertising injury liability, and products completed operations liability. Coverage shall be with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - b. The insurance shall cover all operations of the Contractor and its Subcontractors, including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by the Contractor and its Subcontractors under the Contract Documents; (4) independent contractor's contingent coverage; (5) explosion, collapse, and underground property damage; (6) broad form property damage liability endorsement; (7) personal injury liability endorsement.
 - c. Automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment with combined bodily injury and property damage liability of \$1,000,000.
 - d. Additional coverage's and/or limits may be required in the Special Provisions, Section 00 73 00. If the Special Provisions require limits of general liability and automobile liability insurance exceeding those stated above, the Contractor shall carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

- e. Any excess liability coverage used to supplement the general and automobile liability must either (1) be from the same carrier as the primary insurance, or (2) include the policy statement wherein it describes what the underlying primary coverage must be before the excess liability coverage takes effect.
2. The following terms shall be included in the liability insurance, either within the policy or by endorsement:
 - a. All policies shall be endorsed to include by name: the District, Architect/Engineer, District Representative, and any other consultant retained by the District, and their officers and employees as additional insured's and shall provide that they are primary with any insurance maintained by District as non-contributory. Such policies will have severability of interest endorsement.
 - b. The limits established under Section 3.14 shall apply separately to the Contractor's Work under this agreement. All liability insurance shall be written on an occurrence basis.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, District Representative, Architect/Engineer, or any other consultant retained by the District, or any of their respective officials, employees or volunteers.
 - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The insurer shall by separate endorsement agree to waive all rights of subrogation against the District, District Representative, Architect/Engineer, and any other consultant retained by the District, or any of their respective officials, employees and volunteers for losses arising from work performed by the Contractor for the District.
 - f. The policy shall state that it is primary insurance and that any insurance or self-insurance fund maintained by or available to the District, District Representative, Architect/Engineer, or any other consultant retained by the District, and each of their respective officers, agents, employees or volunteers shall be in excess of the Contractor's insurance and shall not be called upon to contribute to a loss covered by the policy.
 - g. The policy must provide that it shall not be canceled, suspended, voided or changed nor may the "retroactive date" of the policy or any renewal or replacement policy be changed without thirty (30) days' prior written notice to the District. The standard cancellation clause on the certificate shall read:

Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder.

3. A cross liability endorsement must be included to the effect that each insured is covered as if separate policies had been issued to each insured.
4. The liability coverage may be either on a blanket basis or a policy which specifically identifies this agreement with a contractual liability endorsement.

5. Any deductibles or self-insured retentions must be declared to and approved by the District. Any and all deductibles or self-insurance retentions in the above-described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

Section 3.15. Builder's Risk Insurance.

The Contractor shall, at its sole expense, purchase, maintain and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the District, insurance as to protect the District, the District Representative and the District's agents and employees, the Architect/Engineer, or any other consultant retained by the District, and each of their respective officers, agents, employees or volunteers, the Contractor, Subcontractors and sub-subcontractors from loss or damage to work in the course of construction. This insurance shall be in the form of "Builders All-risk", "All-risk Installation Floater" or the equivalent, and the limits of liability shall be equal to one hundred percent (100%) of the contract value.

1. The following terms shall apply to such coverage:
 - a. Coverage shall be written on a completed value, non-reporting form, on a replacement cost basis, and shall cover the property against all risks of physical loss or damage, including:
 - b. Loss or damage that ensues damage from design error (only if the contractor or subcontractors are designing any portion of the project), defective materials, faulty workmanship, mechanical breakdown or electrical damage. Loss from electrical damage will include any loss or damage arising out of testing, magnetic disturbance and changes in temperature or humidity.
 - c. The property covered shall include the Work, including any materials, equipment or other items to be incorporated therein while the same are located at the construction site, stored offsite, while in transit or at the place of manufacture. The policy shall contain a provision that both the interests of the District and the Contractor are covered and that any loss shall be payable to the District and the Contractor as their interests may appear.
 - d. When stated in the Special Provisions (Section 00 73 00), Builder's Risk insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include interest and/or principal payments that become due and payable by the District upon completion of construction or other date as set forth in the Special Provisions, debt service, expense, loss of earnings or rental income or other loss incurred by the District, without deduction, due to the failure of the Project being completed on schedule.
 - e. The policy shall be endorsed to name the District as an additional payee.
 - f. If not covered by Builder's Risk insurance or any other property or equipment insurance required by the Contract Documents, the Contractor shall, at its sole expense, purchase, maintain and keep in force at all times during the term of the Contract property insurance (equal to one hundred percent (100%) of the contract value) for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

ARTICLE 4. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

Section 4.01. Basic Standard.

The Contractor shall conduct the Work so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully both by the Contractor and by all subcontractors on the Site.

The Contractor shall comply with the requirements of the California State Licensing Board and have a valid contractor's license which is to be active as to the date of the receipt of bids and maintained in "Good Standing" from the receipt of bids throughout the Project. The class of license required is as indicated in Section 00 73 00, Special Provisions.

The Contractor, and any subcontractor listed in accordance with Public Contract Code section 4104, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

Section 4.02. Permits.

The District will pay all fees required by the County and/or other approving agency. The District will reimburse the Contractor for utility connection fees, encroachment permits, utility service charges other than temporary utility charges unless otherwise indicated, necessary for the completion of the Work. All other fees and permits shall be at the expense of the Contractor. Proper documentation of fee, permit, and utility service charges shall be submitted to the District through the District Representative. No mark-up shall be allowed the Contractor on these reimbursable charges.

Deferred Submittals include, but may be limited to:

- Prefabricated Restroom Building
- Shade Sail
- Flag Pole
- Market Light Pole

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations or orders of any public authority bearing on the performance of the Work.

Except as provided above, the District shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

Section 4.03. Compliance with Laws and Regulations.

The Contractor shall keep itself fully informed of and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by it or under it to observe and comply with all federal and state laws, and county or municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work.

All work shall be performed in accordance with the rules and regulations, Title 24, Parts 1-5 and 9, California Code of Regulations, and a copy shall be kept on the job at all times during construction.

ARTICLE 5. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

Section 5.01. Familiarity with Project Site Conditions and Contract Documents.

Submission of a bid by the Contractor is a representation that the Contractor has visited the Site, is satisfied as to the nature and location of the Work, is satisfied as to the character, quality and quantity of the Work, has become familiar with the local conditions under which the Work is to be performed, has made whatever contact and investigation with utility companies that it deems necessary, and has correlated its site observations with the requirements of the Contract Documents. Failure to visit the Site will not relieve the Contractor of responsibility for observing and considering those conditions which a qualified contractor would have observed.

Section 5.02. Subsurface Conditions.

Where investigations of subsurface conditions have been made by or on behalf of the District with respect to subsurface conditions, utilities, foundations, or other structural designs, and that information is shown on the Drawings or Plans, it represents only a statement by the District as to the character of the materials which have been encountered by the District's investigation. This information is only included for the convenience of bidders, including the Contractor.

Investigations of subsurface conditions are made for the purpose of design only. The District assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, express or implied, that the conditions indicated are representative of those existing throughout the Project or the Work, or any part of the Project or the Work, or that unanticipated conditions may not occur. When a log of test borings, soils studies and/or any other report of subsurface conditions is included with the Drawings or Plans, it is expressly understood that such log, soils studies and/or report of subsurface conditions does not constitute a part of the Contract Documents, represents only an opinion of the District as to the character of the materials to be encountered, and is included in the Drawings or Plans only for the convenience of bidders, including the Contractor. Making such information available to bidders, including Contractor, is not to be construed in any way as a waiver of the provisions of these General Conditions, and bidders, including Contractor, must satisfy themselves through their own investigations as to the conditions to be encountered.

Section 5.03. Sections of Drawings and Specifications.

For convenience, the specifications and drawings in the Contract Documents are arranged in several sections, but this separation shall not be considered as the limits of the work required of any separate trade. The scope of work is that indicated in Specification 00 73 00 Special Provisions, Article 1, Scope of Work. The terms and conditions of the work to be performed by any Subcontractor are strictly between the Contractor and the Subcontractor.

Section 5.04. Diagrammatic Drawings.

Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, the Contractor shall submit an RFI and obtain a response before proceeding with the work in question. Unless there is a material increase in the Contractor's scope of work, installation as specified in the response to the RFI shall be without any additional compensation to the Contractor and without any increase in the Contract Time. Any work done after discovery of the issue, until authorization to proceed based on the response to the RFI, will be done at the Contractor's risk.

Section 5.05. Interpretation and Additional Instructions.

Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then before proceeding with the work affected, the Contractor shall within 48 hours notify the District Representative in writing and request interpretation, clarification, or additional detailed instructions and/or drawings concerning the work. All such questions shall be resolved and instructions to the Contractor issued by the Architect/Engineer.

Should the Contractor proceed with the work affected before receipt of instructions from the Architect, and, in the case of a change to the Work, before receipt of authorization to proceed, it shall remove and replace or adjust any work which is not in accordance therewith, and it shall be responsible for any resultant damage, defect, or added cost without an extension of the Contract Time.

Section 5.06. Architect/Engineer Instruction Bulletins and Drawings.

In addition to the Drawings incorporated in the Contract Documents, the Architect/Engineer, through the District Representative, may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. In furnishing additional drawings or instructions, the Architect/Engineer shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by an RFP. These supplemental drawings and instructions shall become a part of the Contract Documents; the Contractor shall make its work conform to them.

Section 5.07. Notification of Disagreement Regarding Scope of Work.

If agreement cannot be reached as to cost, and the Contractor does not agree that work due to an interpretation or supplemental drawing or instruction is within the scope of the Contract Documents, the Contractor shall, within seven (7) days after receipt of the interpretation or instruction, submit a Proposed Change Order to the District Representative specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting there from. The District Representative shall then determine whether a Change Order shall be issued in accordance with Article 15 of these General Conditions. The Contractor shall nevertheless perform such work without delay. The time during which the protest is pending shall not affect the Contract Time.

Section 5.08. As-Built Drawings and Specifications. (Also see §01 78 39 Record Documents)

The Contractor shall maintain a hard copy or PDF master set of red line Drawings and Specifications at the Site which shall be updated weekly to reflect current as-built conditions of the Work as the Work progresses. The information to be recorded by the Contractor will be determined by the Architect/Engineer, who will be responsible for approving the final as-built drawings based upon the information submitted by the Contractor. The Contractor's as-built information shall be clear and legible, and at a minimum, the following information shall be inserted and dimensioned on those Drawings and Specifications, in RED, by the Contractor: the exact horizontal and vertical location of all installations in their finished condition, including all electrical, plumbing and mechanical installations; all changes in construction, materials and installed equipment; posting of all issued addenda, Request for Information (RFI) signed by the Architect/Engineer and Architect/Engineer Instruction Bulletins with back-up to the bid documents in all applicable locations along with adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of each change authorized by Directive, and the number of that Directive. The updated drawings and specifications shall be available for review by the District Representative and the Inspector. If as-builts are marked up in PDF format, the file shall be made available remotely in a manner acceptable to the District Representative and Inspector.

Written confirmation from the District Representative that the as-builts have been properly updated weekly shall be submitted with each pay application request, and the existence of such properly updated as-builts shall be a condition precedent to payment. Failure to comply with the preparation and submission of as-builts may result in the District withholding the current progress payment.

As a condition to certification of final completion, the Contractor shall provide signed and dated original as-built drawings and specifications in a PDF color format, with a resolution of 600 DPI and each plan sheet and specification section bookmarked by name, number or title, together with all additional information requested by the Architect/Engineer to enable the approval of the final as-built drawings and specifications. Timely submission of complete as-built documents shall be a condition precedent to certification of final completion and to final payment. Delays in the submission of complete as-built documents may subject the Contractor to liquidated damages.

ARTICLE 6. SUBCONTRACTOR LISTING AND SUBSTITUTION

Section 6.01. Subcontracting.

If the Contractor subcontracts any work to be performed or materials to be supplied pursuant to this agreement, the Contractor shall be as fully responsible to the District for the acts and/or omissions of such Subcontractor or supplier and of the persons either directly or indirectly employed or engaged as subcontractors by such Subcontractor or supplier as it is for its own acts and omissions.

The Contractor shall bind every Subcontractor or supplier, and every subcontractor of a Subcontractor, by the terms of the Contract Documents.

The Contractor shall cause each of its Subcontractors by contract, to have an active contractor's license pertaining to its classification of work maintained in "good standing" from commencement of the Subcontractor's work through final completion of the Project.

All Subcontractors listed in accordance with Public Contract Code section 4104 shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

The Contractor shall not perform work on the Project with a Subcontractor who is ineligible to perform work on public works project pursuant to Labor Code sections 1777.1 or 1777.7.

Section 6.02. Disputes Between Subcontractors and/or the Contractor.

If, through acts or neglect on the part of the Contractor, including failure to supervise and control its Subcontractors or suppliers, any other contractor, subcontractor or supplier or supplier on the Project, or worker suffers loss or damage, the Contractor agrees to settle with such other contractor, subcontractor, supplier, or worker by agreement or arbitration, if such other contractor, subcontractor, or worker shall assert any claim against the District or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the District shall notify the Contractor, who shall defend, indemnify, and save harmless the District and all of its officers, agents, and employees against any such claim.

Section 6.03. Listing of Subcontractors.

The Contractor shall comply with the requirements in the Instructions to Bidders regarding the listing of Subcontractors, and shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all Subcontractors, and requiring Subcontractors to be licensed.

Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the District shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

Section 6.04. Dealings with Subcontractors.

The District and its representatives will deal only with the Contractor, and the Contractor shall be responsible for the proper execution of the Work. Any and all discussions between any subcontractor or supplier and the District or any of its representatives shall be initiated through the Contractor or its representative.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor or supplier and the District or any of its representatives, nor shall this Contract be construed to be for the benefit of any subcontractor or supplier.

Section 6.04. Subcontractor List for Labor Compliance.

The Contractor shall provide the District with a list of all subcontractors performing work on the Project, regardless of subcontract amount and regardless of whether the subcontractor is under contract with the Contractor or under contract with a Subcontractor, for the purpose of labor compliance monitoring. It shall be the Contractor's responsibility to notify the District of any additions or deletions to this subcontractor list from the commencement of the Work through final payment.

Section 6.05. Termination of Unsatisfactory Subcontractors.

When any portion of the Work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Contract Documents and these deficiencies form the basis of a default notice issued pursuant to Article 16, the District may direct the Contractor to discharge the subcontractor or supplier.

Any subcontractor or supplier which is discharged shall not again be employed on this Project.

Any termination of a Subcontractor pursuant to this Section shall be in strict conformity with the requirements of the Subletting and Subcontracting Fair Practices Act, Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100.

Section 6.06. Payment of Subcontractors and Suppliers.

The Contractor shall make all payments to Subcontractors and suppliers as expeditiously and timely as possible, consistent with any applicable law so as to prevent any stop notices, liens or claims from being filed against the District or the Site.

ARTICLE 7. STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY

Section 7.01. Prevailing Wage Rate; Notice.

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this Contract. The prevailing rates so determined are on the internet at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations. Contractor and Subcontractors shall also provide copies to the Construction Manager.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Contractor shall post on the jobsite a Notice containing the following language:

This public works project is subject to monitoring and investigative activities by the Department of Industrial Relations ("DIR"), State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the DIR to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the DIR at any office of the Division of Labor Standards Enforcement ("DLSE").

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the Project that the DIR may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the DIR website found at: www.dir.ca.gov/dlse/PublicWorks.html.

Section 7.02. Payment of Prevailing Wage Rates.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor shall pay, and shall cause all subcontractors, whether under contract with the Contractor or under contract with any Subcontractor, to pay not less than the specified prevailing wage rates to all workers employed in the execution of this Contract.

In accordance with Labor Code Section 1775, the Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

Section 7.03. Wage Rate for Crafts Not Listed.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773, the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the bid or Contract Price shall be made if such assumption is incorrect.

Section 7.04. Records of Hours Worked and Wages.

The Contractor shall keep and shall cause all subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the District and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code. The certified payroll records shall contain at least the following information: the name, address, social security number, work classification, dates of payroll period, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

In the event that the Contractor and/or any subcontractor fails to submit certified payroll records to the District within ten (10) calendar days of a request from the District for the records, the Contractor and/or the subcontractor shall, as a penalty, forfeit one hundred dollars (\$100) per calendar day, per worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due and/or to become due. The Contractor is not subject to this penalty assessment due to the failure of a subcontractor to comply with these requirements if the Contractor can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payroll employees of any subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall cause all subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. Contractor shall preserve and cause all subcontractors to preserve such books, records and files for the audit period.

Section 7.05. Additional Requirements for Labor Compliance.

The Contractor shall comply with the following additional requirements and shall cause all subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply. The records kept by the Contractor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by the DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources,

including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the District may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the District has been directed to withhold; and (3) informs the Contractor or subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

Section 7.06. Underpayment of Wages.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any subcontractor on the Project, the District may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR, and the wages actually paid such worker for the total number of hours worked, plus any penalties and forfeitures. The District may disburse such retention to such employees.

Section 7.07. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor.

The Contractor and all subcontractors on the Project shall comply with the requirements of Sections 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, from the Division of Apprenticeship Standards or its branch offices, and/or on the DLSR website at www.dir.ca.gov/DLSR/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

Section 7.08. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the Contractor shall forfeit to District as a penalty the sum specified below, over and above any retention or withholdings otherwise authorized by the agreement, as follows:

1. Up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wages for any work done by him/her under this Contract or under any subcontract on the Project, with the amount to be determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code section 1775. If a worker employed by a subcontractor on the Project is paid less than the prevailing wages by the subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b).
2. Twenty-five dollars (\$25) for each worker employed in the execution of this agreement by the Contractor or by any subcontractor on the Project for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3.
3. Failure to provide certified payroll records to the District or to the Labor Commissioner within ten (10) calendar days of a request, shall, in addition to resulting in a withholding of payments due or estimated to be due, result in a penalty in the amount of one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. The Contractor is not subject to this penalty assessment due to the failure of a subcontractor to comply with these requirements if the Contractor can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.
4. Knowing violation of Labor Code Section 1777.5 shall yield a penalty in an amount not exceeding one hundred dollars (\$100) for each full calendar day of non-compliance. A Contractor or subcontractor who knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where noncompliance results in apprenticeship training not being provided as required, shall forfeit as a civil penalty the sum of no more than three hundred dollars (\$300) for each full calendar day of noncompliance.

Section 7.09. Hours of Work; Approval of Schedules.

Eight (8) hours of labor constitutes a legal day's work, and forty (40) hours constitutes a legal work week. No worker employed at any time by the Contractor, or by any subcontractor upon the Project, shall be required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code Sections 1810 through 1815.

Overtime shall be paid at the rate of not less than one and one-half (1-1/2) times the basic rate of pay, or at such other rate as stated on the applicable Determination issued by the DIR, or as may be required by applicable statutes or collective bargaining agreements.

The District reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress.

Section 7.10. Compliance with State Anti-Discrimination Laws.

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

ARTICLE 8. SUPERVISION AND LABOR

Section 8.01. Supervision Procedures.

The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible to the District for the acts and omissions of its employees, subcontractors and their agents and employees and other persons performing any of the Work.

It is prohibited to hire undocumented workers. The Contractor shall secure and cause its Subcontractors to secure proof of eligibility/citizenship to work from all workers.

The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect or the District Representative in their administration of the Contract or by inspections, tests or approvals (or the lack thereof) required or performed under Article 9 by persons other than the Contractor.

Section 8.02. Skilled Labor.

All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

Section 8.03. No Tenancy.

All workers, contractors, or contractors' representatives are admitted to the Site only for the proper execution of the Work and have no tenancy.

Section 8.04. Dismissal of Unsatisfactory Employees.

All employees engaged in the Work will be considered employees of the Contractor.

The Contractor shall at all times enforce strict discipline and good order among all employees including compliance with the District Guidelines for Conduct on Park Sites and shall not employ on the Work any unfit person or anyone not skilled in the assigned task as defined in Section 8.02. The Contractor shall remove, or cause a subcontractor to remove from the Project, any incompetent employee, or any employee not skilled for the type of work required as defined in Section 8.02, or any employee who does not comply with the District Guidelines for Conduct on Park Sites. The District may require that the Contractor immediately remove from the Work any employee for cause.

Section 8.05. Personal Attention and Superintendence; Contractor's Agent.

The Contractor shall supervise the work to the end that it shall be faithfully prosecuted. The Contractor shall at all times while the Contractor's scope of work is in progress keep a full-time superintendent who is fully empowered to act as agent for the Contractor on the Site. The Contractor shall advise the District in writing of its agent prior to the start of any work. The Contractor shall provide résumés for all of the Contractor's supervisory employees to be assigned to the Project for District review, and the District may reject any supervisory employees not deemed to be qualified at the sole discretion of the District. The Contractor shall be responsible for the faithful observation of all instructions delivered to its authorized agent(s).

If the Contractor's superintendent performs labor on the Project, the Contractor shall cause the superintendent to be paid at the prevailing wage for the classification of work performed. However, no additional compensation will be paid by the District for any work performed by the full-time superintendent.

In the event that the Contractor fails to provide a qualified full-time superintendent on the Site on any given day when work is being performed, the District may assess a liquidated damage of \$500/day, which amount allows for the hiring of a replacement superintendent.

Section 8.06. Inspection of the Work of Other Contractors.

It shall be the duty of the Contractor and all subcontractors, before beginning any work, to examine all construction and work of other contractors and/or subcontractors that may affect their work, and to satisfy themselves that everything is in proper condition to receive such work. The Contractor shall notify the District Representative in writing prior to starting work of any discrepancies or conditions which deviate from the Contract Documents or are otherwise unacceptable. Failure on the part of the Contractor to so notify the District Representative shall constitute an acceptance by the Contractor and all subcontractors of all construction in place as being suitable in all respects to receive further work by the Contractor or subcontractors.

Section 8.07. Contractor's Coordination of Work.

The District reserves the right to do other work in connection with the Project by separate contract or otherwise. The Contractor shall at all times conduct its work so as to impose no hardship on the District or others engaged in the Work. The Contractor shall adjust, correct and coordinate its work with the work of others so that no delays or discrepancies shall result in the whole Project.

Section 8.08. Daily Reports.

No less than on a weekly basis, the Contractor's superintendent shall submit to the District Representative daily reports on an approved form, which daily reports shall include, without limitation, the identity of subcontractors on the Site; an accurate headcount of workers on the Site; materials and equipment delivered to the Site; visitors to the Site; work performed; and any problems encountered.

ARTICLE 9. INSPECTION AND TESTING

Section 9.01. Inspection.

Inspection shall be provided as required under CCR Title 24, current edition. All inspection costs will be paid for by the District, including special inspection required by Title 24, except as noted otherwise below. A list of required inspections for the Project is included in the Contract Documents.

The Inspector shall be approved by the District and the Architect. The Inspector will be employed by the District and will perform all inspections in accordance with Title 24, parts 1-5.

Section 9.02. Authority of Project Inspector; Stop Work Notices.

The designated Project Inspector shall be considered to be a representative of the District. It is the inspector's duty to inspect the Work.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by the District, its representatives, or the Architect. The failure of the Project Inspector to order the work stopped does not excuse the Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Architect, who shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Architect shall be final, subject to the disputes procedures in Article 23. The Contractor shall thereafter comply with the instructions of the Architect regarding corrections needed to cure the defect. The suspended work shall be resumed only when the Architect's instructions are fulfilled. The Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

Section 9.03. Effect of Inspections.

Neither the final inspection and payment, nor any interim inspection or progress payment shall relieve the Contractor of its obligation to fulfill the Contract as required by the Contract Documents.

Any work, materials or equipment not meeting the requirements and intent of the Contract Documents may be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may previously have been inspected and/or payment therefore may have been made.

Section 9.04. Notice to District of Inspection.

Where the Contract Documents, instructions by the Project Inspector, District Representative or the Architect, laws, ordinances, or any public authority having jurisdiction require work to be inspected, tested or approved before the work proceeds, such work shall not proceed, nor shall it be covered up without inspection. If any part of the Work is covered prior to inspection, the District may order the work to be uncovered so that inspection may be accomplished. The Contractor shall bear all expenses of such examination and satisfactory reconstruction.

The Contractor shall provide written notice to the Project Inspector at least twenty-four (24) hours in advance of the readiness for inspection.

All work shall be available for inspection and the Project Inspector shall have full access to review all work during all working times. The Contractor shall provide all necessary means of safe access (e.g. ladders) for the Project Inspector to perform his/her duties. The Contractor shall furnish the Project Inspector with any information necessary to fully inform him/her of conditions. Inspection does not relieve the Contractor from fulfilling the requirements of the Contract Documents.

Section 9.05. Inspection of Completed Work.

Should the District Representative or the Architect determine that it is necessary or advisable to make an inspection of work already completed at any time before final inspection and acceptance of the Work, by

removing or exposing any work, the Contractor shall, upon instruction of the District Representative, promptly furnish all necessary facilities, labor, and materials to do so. If the work is found to be defective in any respect due to the fault of the Contractor or any subcontractor, the Contractor shall bear all expenses of such examination and satisfactory reconstruction. If, however, the work is found to meet the requirements of the Contract Documents, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor and a change order shall be issued for such cost and any time extension justified by delays to the critical path.

Section 9.06. Not applicable.

Section 9.07. Overtime work.

Whenever the Contractor arranges to work at night or any time when work is conducted other than the normal 40-hour week, or to vary the period during which work is carried on each day, it shall give the District Representative and the Project Inspector a minimum of 48-hour notice so that inspection may be provided. Additional inspection costs incurred because of overtime or shift work shall be paid by the District. If this overtime work is necessitated by the Contractor's error or failure to perform, the cost of inspection will be borne by the Contractor.

Section 9.08. Materials Which May be Tested.

The District reserves the right to require the Contractor to provide samples, and to perform tests on any materials, articles, equipment, installations, or construction performed by the Contractor in addition to those specified in the Contract Documents. The District shall assume the cost of sampling and testing materials only when the Contract Documents do not require the Contractor to do so.

Section 9.09. Testing.

All tests shall be performed under the supervision of the testing laboratory or consultant employed by the District, and at such times as are convenient to the District. The Contractor shall provide written notice to the District Representative at least 24 hours prior to the need for all tests or inspections, and the District Representative will arrange such tests or inspections. The Contractor shall bear all expenses of tests performed where the Contractor failed to provide this minimum notice.

Special Inspections and tests required by codes, ordinances, or by a plan approval authority shall be the responsibility of Contractor. The Contractor shall utilize the testing services firm retained by the District and testing shall be paid for by the District unless otherwise provided in the Contract Documents

Section 9.10. Selection of Samples.

All samples and specimens for testing shall be selected by the Project Inspector or by the testing laboratory, but not by the Contractor.

Section 9.11. Delivery of Samples.

The Contractor shall, at the Contractor's sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the Site. Samples shall be delivered either to the Project Inspector or to the testing laboratory or such other address specified in the Contract Documents.

Delivery of all samples to the testing laboratory shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing samples required by the Contract Documents or due to the Contractor's request for substitution.

The Contractor shall allow free access at all times to the representatives of the testing laboratory to the Work, and shall point out the sources from which samples are taken.

All test reports shall be sent to all parties specified in the Contract Documents.

Section 9.12. Approval of Samples.

No materials or work of which samples and/or tests are required shall be used or covered until the District Representative or the Project Inspector informs the Contractor that such samples and/or tests have been approved. If the Contractor installs, uses, or covers any such material, article, or work prior to testing and approval, such shall be at the Contractor's sole risk and expense, and it shall bear all costs of uncovering, repair, and replacement thereof.

The approval of any samples shall be for the characteristics thereof, or for the uses named in such approval, and no other. No approval of any samples shall be deemed a change or modification in any requirement of the Contract Documents. Upon testing of any sample of material or work, no additional sample shall be considered. All material or work installed after the sampling and testing is performed and approved shall be equal to or better than the approved sample in all respects and shall be accompanied by documentary proof that the material and work sampled is actually representative of that installed.

Section 9.13. Damage Due to Testing.

The Contractor shall, at its sole cost and expense, repair all damage resulting from testing specified in the Contract Documents. The District shall issue a Change Order for repair of damage due to sampling or testing other than specified in the Contract Documents.

The Contractor shall not make any tests upon portions of the Project already completed, except with the prior written consent and under the direction and supervision of the District Representative.

Section 9.14. Retesting.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing required by the District or District Representative shall be at the Contractor's expense.

Section 9.15. Effect of Sampling and Testing.

The District assumes no obligation, and the Contractor shall be relieved of no obligation undertaken pursuant to the Contract Documents by virtue of sampling and testing specified in this article.

The responsibility for incorporating satisfactory materials and workmanship which meet the Contract Documents in the work rest entirely with the Contractor, notwithstanding any prior samples or tests.

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. Also, in no case shall the District, the District Representative, the Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the Site, or for ensuring against or correcting any hazardous conditions on the Site.

Certain work may be ongoing while local events are taking place; therefore, the Contractor shall take precautions to prevent injury and access to children and staff and shall comply with the District's Guidelines for Onsite Safety. Material storage and vehicle access and parking shall be subject to District approval.

The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents and overall jobsite safety for contractors/subcontractors employees and visitors. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District Representative.

Section 10.02. Protection of Persons and Property.

The Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against injury to persons, including employees, or damage to property, on or near the Project, or adjacent to the Site. The Contractor shall be responsible for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. In no case shall the District, the District Representative, the Architect, the Inspector or their agents, employees or representatives, have either direct or indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions, on or near the Site, or adjacent to the Site.

The Contractor shall provide a safe environment for all functions to be performed by the District Representative, Architect and Project Inspector, and a safe place for all employees to work. The use of alcohol, drugs, or tobacco will not be permitted on District property.

The Contractor shall comply with all Occupational Safety laws, rules and regulations applicable to the work.

Section 10.03. Protection and Repair of Work.

The Contractor shall protect the District's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing adequate security measures for its work. The Contractor shall, until final payment hereunder, maintain protection of all of its work and work performed by others under this Contract from damage, loss, defacement, or vandalism. The Contractor shall provide protection of completed work which may be subject to damage as a result of the Contractor's failure to perform as scheduled.

The Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to the District, and Article 17 shall apply to such material or equipment.

Section 10.04. Protection of Workers.

The Contractor shall take every precaution for the safety of all employees and others on the Work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs

warning against hazards created by construction including, but not limited to, protruding nails or reinforcing steel, hoist hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

The responsibility for maintaining a safe working site shall be the Contractor's, and the District and District Representative undertake no obligation to suspend the work or notify the Contractor of any hazardous conditions or noncompliance with safety laws. See hazardous materials exhibit for further information.

In no case shall the District, the District Representative, the Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions on the Site.

Section 10.05. Working Limits and Regulations.

The Contractor shall confine its apparatus, storage and materials, and construction operations within the limits established by the District Representative and shall not unreasonably encumber the Site or adjacent areas with its materials and/or equipment.

The Contractor shall enforce any instructions from the District Representative or District regarding fires, placement of signs, danger signals, barricades, radios, noise and smoking.

Section 10.06. Protection of Existing Improvements.

The Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the Work, normal maintenance due to use by District employees or the public excepted.

The Contractor shall take all necessary precautions to protect all existing improvements and facilities from any damage resulting from the operations, equipment or workers of the Contractor during the course of the construction, and Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities.

The Contractor shall take all necessary precautions to protect existing facilities against the effects of the elements and Contractor shall be strictly liable for failure to adequately protect any facility.

All damaged improvements and facilities shall be replaced, repaired, and restored to their original condition without additional cost to the District and without an extension of the Contract Time.

Section 10.07. Traffic Signals and Traffic Control.

Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the street or sidewalk areas shall be kept free of obstructions and accessible at all times. All such items shall be protected from the Contractor's operations and shall not be obliterated or obscured by its equipment or materials.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction over the items involved.

Should it be necessary to block a street or sidewalk, the Contractor shall first notify the District Representative and the police and fire departments and other agencies with jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 10.08. Security of the Site.

The Contractor's attention is directed to Specifications Section 01 50 00 regarding requirements for fencing the Site, gates, and screening.

Section 10.09. Removal of Barricades.

Upon completion of the work, the Contractor shall remove from the Site all materials used for barricades, temporary scaffolding, or any other temporary uses.

Section 10.10. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the Site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to excavation, the Contractor shall notify all public utilities and governmental agencies of the work proposed and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the District Representative, who will send the District and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by the Contractor. The notice shall also specify that any person receiving notice who has questions regarding it may contact the District Representative.

Whenever any notice is required to be given to any adjoining or adjacent landowner, utility, governmental agency or other party before commencement of any work, the notice shall be given by the Contractor at least seven days in advance of the work, or longer if required by law or regulation, with a copy delivered to the District Representative.

The Contractor shall, at the written instruction of the District Representative, meet with any recipient of such notice to explain and discuss the proposed work.

Section 10.11. Fire Protection.

The Contractor shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

The Contractor shall notify the District Representative and the fire department in writing at least 72 hours prior to disconnection of either water or electrical service to the Site and shall comply with the fire department's instructions regarding fire safety.

The Contractor must keep the fire and intrusion detection systems operational throughout the duration and scope of its work.

Section 10.12. Repairs or Replacement.

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this Contract shall be repaired within 48 hours by the Contractor without expense to the District, unless disruption of local business operation or creation of a safety hazard has occurred, in which case damage will be corrected immediately.

If, in the opinion of the Architect, the best interest of the District requires that repairs be made prior to the execution of any further work, the District Representative will so notify the Contractor who shall delay or discontinue that part of the Work until the necessary repair has been made. Such delay shall be considered non-compensable, and no extension of the Contract Time will be granted.

Upon the failure of the Contractor to comply with any such order, or upon the Contractor's failure to make immediate emergency repairs which are necessary to protect the Work, the District shall do that work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from

the next progress payment. No prior notice to the Contractor shall be necessary for the District to take this action.

Section 10.13. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the District, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and the Contractor shall bear all costs of that action. The Contractor shall immediately notify the District Representative of such actions, and thereafter shall comply with any instructions issued by the District Representative.

ARTICLE 11. SUBMITTALS AND SUSTITUTIONS

Section 11.01. Submittals.

The Contractor, at its sole cost and expense, shall furnish to the District Representative all Submittals and other descriptive material as are required by the Specifications or requested by the Architect/Engineer. **See Sections 01 33 23 for specific requirements.**

Shop drawings shall be done with sufficient detail to adequately describe items proposed to be furnished or methods of installation to enable the District and Architect/Engineer to determine compliance with the Specifications and with the design and arrangement shown on the working drawings.

The Contractor shall check and coordinate all Submittals with the work of all trades involved before they are submitted. The Contractor shall review each Submittal for conformance with the requirements of the Contract Documents.

All Submittals for the Project shall be made within thirty-five (35) days of the Notice of Intent to Award; however, the Contractor shall have the additional responsibility to coordinate the schedule of its Submittals with the requirements of the Contract Schedule so as not to delay the Project. No delay claims related to Submittals will be entertained on the Project for any Submittal originally received after the thirty-five (35) day submittal period. The District shall not accept limitations in materials, colors, quality, or any other aspect of products or materials due to the Contractor's failure to provide Submittals as required. At the District's discretion, the Contractor may be directed to furnish and install temporary materials until the District selected material is available.

Contractor shall submit a schedule of Submittals organized by Specification section required for the Project; and as coordinated with the Schedule of Submittals for Volume 2 and Volume 3. It shall delineate whether product data, installation instructions, shop drawings, samples, extra stock or mock-ups are required. The schedule of Submittals shall indicate whether the Submittal will be in electronic format, as set forth below. In general, other than items requiring color selections, samples and shop drawings, Submittals will be in electronic format. This schedule of Submittals shall be submitted within ten (10) calendar days of the issuance of the Notice of Intent to Award. Any omissions or inaccuracies shall not relieve the Contractor of the obligation for conforming to the requirements in the Contract Documents. The Contractor's Submittal schedule shall provide sufficient time for delivering the Submittal to the Architect/Engineer, the Architect/Engineer review of each Submittal, delivering the Submittal to the Contractor and re-submittal as necessary. In no case shall the Contractor allow fewer than fourteen (14) days, exclusive of delivery time, for the District Representative and the Architect/Engineer to review each Submittal.

Section 11.02. Submission of Submittals.

Most Submittals shall be submitted electronically. Electronic Submittals which are submitted together shall be compiled into a single, bookmarked PDF file, containing links to enable navigation to each item within the Submittal package. The Contractor shall name the electronic Submittal file with a consistent project identifier, composed of the project name, bid package number, and specification section number. Electronic Submittals shall be transmitted via the District Representative's Collaboration Site address. Submittals shall be submitted to the Construction Manager (CM) as the District's Representative. The CM will not review the Submittals for technical compliance, but may reject any Submittal found, in the CM's judgment, to be incomplete. The CM will maintain a Submittal log, and weekly meeting minutes shall note if Submittals have been accepted. Submittals requiring color selections, samples, or shop drawings will be logged.

For shop drawings, color selections and samples, the Contractor shall submit no less than three (3) originals. All Submittals of shop drawings, color selections and samples shall be marked with the project name, the Contractor's name, and the specification section number, and shall be accompanied by a letter of transmittal to the CM. The letter of transmittal for shop drawings shall list the identifying number of the drawings submitted and cross-reference them to the page or sheet in the specifications and/or working drawings to which they are related.

By approving and submitting shop drawings, product data, manufacturers' instructions, and samples, the Contractor represents that it has determined and verified all materials, field measurements and field construction criteria related thereto and that it has checked and coordinated the information contained within those Submittals with the requirements of the Work and to the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Submittals as may be issued by the CM.

The CM will not accept shop drawings, product data or manufacturers' instructions which are not sufficiently dimensioned and detailed to demonstrate compliance with the Contract Documents.

The Submittals shall be submitted promptly, so as to cause no delay in the work. The Submittals shall be submitted so as to allow the CM and the Architect/Engineer a review period of no less than fourteen (14) days, and in accordance with the schedule of Submittals provided by the Contractor.

Section 11.03. Review of Submittals.

Following submission, the Submittals will be reviewed and returned with one or more of five possible responses by the CM or Architect/Engineer. These possible responses are as follows:

1. Unreviewed: If the Submittal is not required, or if it is not complete, or if it does not meet the form, format, and number requirements specified, it may be returned unreviewed. If the Submittal is not required, work may commence; if the Submittal was returned due to form requirements, it shall be resubmitted and approval obtained prior to commencement of the work.
2. Approved, Reviewed, or No exceptions taken: In the event the Submittal is acceptable as submitted, it will be returned with this status. Work may proceed upon receipt of approved Submittal.
3. Make Corrections Noted: If the Submittal is acceptable except for certain items which have been noted by the Architect, it will be so designated. Work may proceed with the corrections made, and no resubmittal is necessary.
4. Revise and Resubmit: This status indicates that revisions are noted on the Submittal, and an additional Submittal is required to reflect those revisions and/or additional information. Work may not commence until the resubmittal is approved.
5. Rejected: A Submittal may be rejected if it is not in compliance with the Contract Documents, or if it proposes an "or equal" or substitution which is not acceptable to the Architect/Engineer. A superseding Submittal shall be submitted and approved prior to commencement of the work.

Should the Contractor proceed with the work shown on a Submittal before approval is received, it shall remove and replace or adjust any work which is not in accordance with the Submittal as ultimately approved, and it shall be responsible for any resultant damage, defect, or added cost. The District shall be under no obligation to pay for work installed prior to approval of Submittals, until the Submittals are approved and the work in place is found to be in compliance with the Contract Documents.

The Contractor shall resubmit Submittals in categories "D" and "E" above after making any changes required so that Submittals will comply with the Contract Documents. When resubmitting, the Contractor shall direct specific attention to deficient areas. Resubmittals shall be made within ten (10) days of return of the previous Submittal, and in any event in sufficient time so as to avoid delay to the Work. No delay claims related to resubmittals will be entertained on the Project for any resubmittal originally received after the ten (10) days.

The Architect shall determine the adequacy and completeness of all Submittals. Where the Architect deems a Submittal to be inadequate, incomplete, or otherwise unsuitable for proper review, the Contractor shall submit all additional information requested by the Architect/Engineer. There shall be no change to the Contract Time or the Contract Sum when such additional information is required.

Section 11.04. Submittals Showing Variation from Contract.

It shall be the responsibility of the Contractor to specifically point out any variation or discrepancy between the Submittals submitted and the Contract Documents.

The Contractor shall make specific mention of all variations, along with an explanation of why they are requested, in its letter of transmittal.

Failure by the contractor to identify in its letter of transmittal any variation, discrepancy, or conflict with the contract documents shall render the approval null and void, and the contractor shall bear all risk of loss and reconstruction costs or delays.

If any architectural, plumbing, mechanical, electrical, or structural modifications are required as a result of the approval of Submittals which deviate from or do not comply with the Contract Documents, those modifications shall be made without extra cost to the District, and without extension of the Contract Time. Any other resultant costs, including but not limited to design fees, construction management fees, costs incurred by other contractors, or inspection fees, shall be at the expense of the Contractor.

Section 11.05. Effect of Approval of Submittals.

The approval of Submittals shall not relieve the Contractor of the obligation for accuracy of dimensions and details; for conforming the work to the requirements of the Contract Documents; or from responsibility to fulfill the Contract at no extra cost to the District, within the Contract Time.

Section 11.06. Equal Materials.

Unless otherwise provided in the technical specifications, whenever in the Contract Documents any systems, processes, products, or materials are indicated or specified by the name brand of the manufacturer, or by patent or proprietary names, those specifications shall be deemed to be a measure of quality and utility or a standard and shall be deemed to be followed by the words, "or equal." It is the intent of this article to comply with Public Contract Code Section 3400.

If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, it shall make application to the CM in writing, within ten (10) business days after Notice of Intent to Award and shall submit samples and all other information necessary to substantiate its claim of "or equal". Such application constitutes a certification that the Contractor:

1. Has investigated the proposed Equal and determined that it meets or exceeds, in all respects, the specified system, process, product, or material.
2. Will provide the same warranty for the proposed Equal as for the specified system, process, product or material.
3. Will coordinate installation and make other changes which may be required for work to be complete in all respects and at no additional cost to the District.
4. Waives claims for additional costs and/or Contract Time which may subsequently become apparent.

The Architect/Engineer then will determine whether or not the proposed system, process, product or material is equal in quality and utility to that specified, and its decision shall be final. The Architect/Engineer will render its decision within twenty-one (21) business days after submission of all required information for the application. If the request is not accepted, the Contractor shall provide the specified system, process, product or material without an increase in the Contract Sum and/or Contract Time.

Neither the submission of a request for an Equal, nor the Architect/Engineer review of the application, will extend the time for submission of any required Submittals.

Requests for Equal systems, process, products or materials will be considered only when offered by the Contractor as required by this article.

Section 11.07. Substitutions.

Unless otherwise provided in the technical specifications, the Contractor may make proposals for Substitutions to systems, process, products or materials shown or specified only under one or more of the following conditions:

1. Unavailability: If the specified system, process, product, or material, or an Equal, is no longer available in the marketplace.
2. Delay: If obtaining the specified system, product, process or material, or an Equal, will delay completion of the Work through no fault of the Contractor.
3. Better system, process, product or material: If a better system, product, process or material is available at no additional cost.
4. Savings: If a system, process, product or material which meets all of the performance requirements of that specified is available at a savings to the District.

A proposal for Substitution shall include all information required by the Architect/Engineer to evaluate the substitute system, process, product or material. All Substitutions shall be submitted with an approved "Substitution Request Form". Such proposal constitutes a certification that the Contractor:

- A. Has investigated the proposed Substitution and determined that it meets or exceeds the performance requirements of the specified system, process product or material.
- B. Will provide the same or better warranty for the proposed Substitution as for specified system, process, product or material.
- C. Will coordinate installation and make other changes which may be required for the work to be complete in all respects at no additional cost to the District.
- D. Waives claims for additional costs and/or Contract Time, which may subsequently become apparent.

The District Representative and the Architect/Engineer shall evaluate a timely Substitution request, and shall approve, deny, approve with conditions, or initiate the procedure for a change order in response to the Contractor's request. This decision shall be final. This decision will be rendered within twenty one (21) business days after submission of all required information for the proposal. If the request is not accepted, the Contractor shall provide the specified system, process, product or material without an increase in the Contract Sum and/or Contract Time.

Failure by the Contractor to identify all deviations from the Contract Documents in its request for substitution shall render any District action taken thereon null and void. The Contractor shall bear all costs resulting from any error in the request for Substitution.

Only one request for Substitution will be considered for each product.

Neither the submission of a request for substituted systems, processes, products or materials, nor the District Representative's and/or Architect's review of the application, will extend the time for submission of any required Submittals.

Section 11.08. Time for Proposing Substitution.

Substitution proposals will not be considered prior to bidding. All requests for Substitutions shall be made within the same time requirement for initial submittals. Failure to timely submit a Substitution request shall constitute a waiver by the Contractor and an acceptance of the specified systems, processes, products and materials. Late submittals may be considered only when the District Representative consents in writing, and the District's best interests so require.

Section 11.09. Samples and Testing of Proposed Substitutions; Costs of Adapting to Work.

When the CM or Architect/Engineer determines that samples and testing are required to evaluate a request for a Substitution, the District Representative shall so advise the Contractor, and specify the systems, processes, products, materials or work to be sampled. The Contractor shall, at no cost to the District, provide samples as required by these General Conditions dealing with samples and testing, or the Technical Specifications.

The Contractor shall bear all costs of sampling and testing required to decide a request for Substitution, and if a Substitution is accepted, the Contractor shall bear all costs associated therewith, including the cost of the CM's, Architect's and/or Engineer's services required to adapt the Substitution to the design to the complete satisfaction of the District, and all costs of mechanical, electrical, structural, or other changes needed to adapt the Substitution to the Work.

Section 11.10. Effect of Approval of Equal Materials or Substitution Request.

If an application for an Equal or Substitution request is approved, the Contractor shall be solely and directly responsible for setting approved Equal or Substitution systems, processes, products, materials and/or equipment into the available space, and for the proper operation of the Equal or Substitution systems, process, products, materials and/or equipment with all other systems, processes, products, materials and/or equipment with which it may be associated, all in a manner acceptable to the District.

No time extensions nor any increases in the Contract Sum shall be granted on account of an Equal or Substitution. In the event of a savings, the Contract Sum shall be adjusted by the price difference between the approved Equal or Substitution and the originally specified item.

Section 11.11. Quality of Materials and Products.

The Contractor shall, if required by the Architect/Engineer, Project Inspector, or District Representative, furnish satisfactory evidence as to the kind and quality of materials provided.

The District Representative may require, and the Contractor shall submit if required, a list designating the source of supply of each item of materials incorporated into the Work, and in such event, those materials or products shall not be delivered to the Work nor installed therein until after the CM has approved the list.

Contractor shall certify that the materials and equipment installed comply with the Contract Documents and to the best of the Contractor's knowledge, no installed materials or equipment contain hazardous materials.

Section 11.12. Better Material or Process.

In the event that the Contractor furnishes a material, product, process, or article better than that specified in the Contract Documents, the difference in cost of that material, product, process, or article shall be borne by the Contractor.

Section 11.13. Industry Standards.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with the requirements in the latest revision thereof, including any amendments or supplements thereto, in effect on the date of the Bid, except as limited to type, class, or grade, or modified in that reference.

The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in these specifications. These standards are not furnished to the bidder for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

1. Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.
2. Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.
3. Where Commercial Standards (CS) or Product Standards (PS) are referred to as a measure of quality, standard, and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.
4. Where ASTM serial numbers are used, they refer to the latest tentative specifications, standard specifications, standard method or standard methods of testing, issued by the American Society for Testing Materials, unless specifically noted.

Section 11.14. Materials and Products Storage.

The Contractor shall confine the storage of all materials, products, and equipment required in the performance of this contract to the areas specified by the District. The Contractor shall obtain prior approval from the District Representative regarding areas for storage and methods of protection. All material, products, and equipment shall be brought and used upon the premises in such manner as to leave driveways and parking areas clear for the regular use of the public and District employees.

Section 11.15. Original Packages or Containers; Labels.

All materials delivered to the Site shall be new, unless otherwise specified, of the type, capacity, and quality specified, and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed and kept legible. No product shall be stored in any container, the label of which does not accurately describe the contents of the container.

Section 11.16. Protection of Materials and Equipment.

The Contractor shall protect the work, materials, and equipment from damage due to the action of the elements, trespassers, or other causes. The Contractor shall properly store materials and equipment and, when necessary, erect or otherwise provide temporary structures to protect them from damage. The Contractor shall replace any items damaged as a result of improper protection at no expense to the District.

Section 11.17. Providing and Paying for Materials.

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, products, articles, processes, labor, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the Work within the Contract Time.

Section 11.18. Warranty of Title.

No material, article, product, supplies, or equipment for the Work shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

The Contractor warrants good and sufficient title to all material, supplies, and equipment installed or incorporated in the Work, and agrees upon completion of the Work to deliver the premises, together with all improvements and appurtenances, constructed or placed thereon by the Contractor, to District, free from any claims, liens, or charges.

The Contractor agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that nothing contained in this Section shall defeat or impair the rights of persons furnishing materials or labor under the payment bond given by the Contractor, nor any rights under any law permitting such persons to look to funds due to the Contractor but retained by District.

The Contractor shall cause the provisions of this Section to be inserted in all subcontracts and material contracts executed by the Contractor and notice of this provision shall be given to all persons furnishing materials for the Work.

This Section shall not disallow the Contractor's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 11.19. Patents and Royalties.

All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the work or any part thereof shall be included in the price bid for doing the work. The Contractor and its sureties shall protect, defend, indemnify and hold harmless the District, District Representative, the Project Inspector, the Architect and its consultants, and each of their respective officers, agents, and employees against any and all demands made for such fees or claims and against any and all suits, demands, claims or causes of action brought or made by the holder of any invention, patent, copyright, or trademark, or arising from any alleged infringement of any invention, patent, copyright, or trademark.

Before final payment is made on account of this Contract, the Contractor shall furnish acceptable proof to District of proper release from all such fees or claims.

Section 11.20. Payment of Federal or State Taxes.

Any federal, state or local tax, specifically including sales and use taxes, payable on materials furnished by the Contractor pursuant to the Contract, shall be included in the Contract Sum and paid by the Contractor.

ARTICLE 12. PROGRESS PAYMENTS

Section 12.01. Schedule of Values.

As part of required post bid submittals, and at least fourteen (14) days prior to the first payment application, the Contractor shall submit to the District Representative a schedule of values broken down by Volume, Division and Section of the Work , in sufficient detail to evaluate progress at any point in the Work. In no event shall an individual line item on a schedule of values exceed five (5) percent of the Contract Sum unless so approved in advance by the District Representative. Costs shall be segregated by Volume, Division and Section of the Work. Cost of Contract closeout shall be shown as individual line items, including, but not limited to, closeout documents, punch-list, and as-built documentation. Each of these line items shall be no less than two (2) percent of the total Contract Sum.

All other General Conditions items should be prorated among the actual construction values. The schedule of values must be prepared in sufficient detail and supported by such data to substantiate its accuracy as the District Representative and the District may require. This schedule, when approved, shall be used as a basis for the Contractor's applications for payment, and the approved schedule of values is an express condition precedent to processing the Contractor's payment application(s).

Section 12.02. Application for Payment.

Prior to the date for each progress payment review established in the Preconstruction Meeting, the Contractor shall submit to the District Representative a copy of the schedule of values, marked in pencil to show the percentage of completion proposed by the Contractor for each line item. No extension of dollar amounts is required.

At a meeting held on or before the assigned billing date of each month, the CM, Architect, Project Inspector, and the Contractor will review the Contractor's proposed percentages of completion and agree on a final percentage to be paid for that month. The progress payment will be based on the estimated percentage complete. No progress payment will be made unless all general conditions items demonstrate satisfactory progress. Upon agreement of the amount due, the Contractor will prepare a hard copy of the Application of Payment Summary and transmit it to the District Representative for processing by the assigned day of each month.

1. Release of Liens: For each monthly application for payment, following agreement on percentages of completion, the Contractor shall submit a conditional lien release in the form provided in the Contract Documents warranting that title to all work, labor, materials and equipment covered by the application is free and clear of all liens, claims, security interests or encumbrances. Additionally, the Contractor shall submit unconditional lien releases for all work through the prior progress payment. For final payment, the Contractor and all of its Subcontractors and material suppliers shall submit final conditional and final unconditional lien releases.
2. Contractor shall submit a list of all Subcontractors and material suppliers including company name, address, business and emergency telephone numbers, and contact person. This Subcontractor and material supplier list shall be submitted prior to the issuance of the Notice to Proceed.
3. The signing of a certificate of payment will constitute a representation by the District Representative, Project Inspector and the Architect/Engineer to the District that, based on their observations at the Site, and the data comprising the application for payment, the Work has progressed to the point indicated and that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to any specific qualifications stated in the certificate for payment); and that the contractors are entitled to payment in the amount certified. However, by signing a certificate for payment, the District Representative and the Architect/Engineer shall not thereby be deemed to represent that either has made exhaustive or continuous on-site inspections to check the quality or quantity of the work, that either has reviewed the construction means, methods, techniques, sequences or procedures, or that either has made an examination to ascertain how or for what purpose the contractors have

used the monies previously paid on account of the Contract Sum.

4. No progress payment will be released until District Representative has received all of the following items in acceptable form: as-built updates, schedule updates, certified payroll and other pay records if requested by the District, and lien releases.

Section 12.03. Payment for Stored Materials.

Payments may be made by the District, at its discretion, on account of materials or equipment not incorporated in the Work but delivered to the Site and suitably stored by the Contractor. Payments for materials or equipment stored shall only be considered upon submission by the Contractor of satisfactory evidence demonstrating that it has acquired title to such material, that the material will be used in the Work, that it is satisfactorily stored, protected and insured, and that the Contractor has undertaken such other procedures satisfactory to the District Representative, Project Inspector, and Architect/Engineer, to protect the District's interests. Materials stored off-site, to be considered for payment, shall, in addition to the above requirements, be stored in a bonded warehouse, fully insured, and available to the Architect and District Representative for inspection. The District Representative shall have complete discretion as to the amount of material and equipment that may be stored on the Site at any given time.

Section 12.04. Payment; Retention.

There shall be reserved from the monies earned by the Contractor on estimates a sum equal to five percent of such estimates. It is understood that, if payment requests are made in accordance with established time schedule, payment requests received and approved by District will be processed within thirty (30) days following approval. Payment for Change Orders, if any, under this Contract shall be made in like manner.

Section 12.05. Posting Securities in Lieu of Withholds.

Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amount withheld pursuant to Section 12.04 shall be deposited with the District, State Treasurer or with a state or federally chartered bank in California as the escrow agent, who shall then pay the retainage to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Alternatively, the Contractor may request, pursuant to Public Contract Code Section 22300, and the District shall make payment of retentions under Section 12.04 directly to the escrow agent. The Contractor shall receive the interest earned on the investments upon the same terms provided for in Section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the District.

Either alternative under this Section may be exercised only if requested in writing by the Contractor within five (5) days after receipt of Notice of Intent to Award. The Contractor shall notify its Subcontractors in writing within fifteen (15) days of exercising this option.

Securities eligible for investment under this Section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor and the District.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Section 12.06. Withholding Additional Amounts; Grounds.

In addition to the amounts which the District may retain as provided in Section 12.04, the District may withhold a sufficient amount from any payment or payments otherwise due to the Contractor as in the District's sole discretion may be necessary to protect the District in the event of the following:

1. Third party claims filed or reasonable evidence indicating probable filing of such claims;

2. Defective work not remedied;
3. Failure of the Contractor to make proper payments to any of its Subcontractors or for labor, materials or equipment;
4. The occurrence of reasonable doubt that the Contract can be completed for the balance of payments then unpaid to the Contractor, or in the time remaining until expiration of the Contract Time;
5. Failure of the Contractor to comply with any lawful or proper direction concerning the Work given by any District representative authorized to have given such instruction;
6. Claims and/or penalties which state law assesses against the Contractor for violation of such law;
7. Any claim or penalty asserted against the District by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;
8. Any liquidated damages which may accrue as a result of the Contractor's progress failing to meet the schedule milestones or failing to achieve completion within the Contract Time.
9. Any reason specified elsewhere in the Contract Documents as grounds for a retention or that would legally entitle the District to a set-off.

In order to adequately protect the District, the Contractor agrees that the basic standard to determine the amount to be withheld pursuant to this Section shall be one hundred fifty percent (150%) of the amounts claimed or the value of the work not done or defectively done; provided, however, that District reserves the authority to retain greater sums should such sums be necessary in the District's discretion to adequately protect it.

Section 12.07. Disbursement of Withheld Amounts.

The District, in its sole discretion, may apply any withheld amount or amounts to the payment of any claim resulting in a withhold. The Contractor agrees and hereby designates the District as its agent for such purposes, and any payment so made by the District shall be considered as a payment made under this Contract by the District to the Contractor. The District shall not be liable to the Contractor for any payments made in good faith. Such payments may be made without a prior judicial determination of the claim or claims. The District shall render to the Contractor a proper accounting of any funds disbursed on behalf of the Contractor.

Prior to disbursing any amounts, District shall afford the Contractor an opportunity to present good cause, if any it has, why the claim or claims in issue are not valid or just claims against the Contractor. The District reserves the right then to take such further steps as are appropriate, in its sole discretion, including, but not limited to, seeking a judicial resolution of the controversy.

Section 12.08. Correction of Statement and Withholding of Payment.

No inaccuracy or error in any statement provided by the Contractor shall operate to release the Contractor or any surety from the error, or from damages arising from such work, or from any obligation imposed by the Contract Documents. The District shall retain the right subsequently to correct any error made in any previously issued claim for the progress or other payment, or payment of any kind issued, by adjustments to subsequent payments.

Section 12.09. Effect of Progress Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment claimed to be due and owing to the Contractor shall operate in any way to relieve the Contractor from its obligations under this agreement. The Contractor shall continue diligently to prosecute the Work without reference to

the payment, withhold, or retention of any progress payment. The payment, withhold, or retention of any progress payment shall not be grounds for an extension of the Contract Time.

ARTICLE 13. TIME OF WORK

Section 13.01. Not applicable.

Section 13.02. Contract Schedule Development.

Within ten (10) days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed Contract Schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of this Article. The proposed Contract Schedule shall be in hard copy and in electronic format other than pdf.

The Contract Schedule shall furnish or comply with the following requirements:

1. A time scaled CPM type schedule prepared in Microsoft Project/Primavera software.
2. No activity on the schedule shall have a duration longer than fourteen (14) days, with the exception of fabrication and procurement activities, unless otherwise approved by the District Representative. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.
3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.
4. Owner furnished materials and equipment if any, identified as separate activities.
5. Dependencies (or relationships) between activities.
6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.
7. Separate buildings and other independent project elements shall be individually identified in the network.
8. Fourteen (14) days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.
9. Interface with the work of other Contractors (or entities).

The District Representative will review the proposed Contract Schedule for conformance with the requirements of the Contract. Within ten (10) days after receipt, the District Representative will accept the proposed Contract Schedule or will return it with comments. If the proposed Contract Schedule is not accepted, the Contractor shall revise the schedule to incorporate comments and resubmit the schedule for acceptance within seven (7) days after receiving it. The accepted schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with the Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Acceptance of the Contract Schedule will not relieve the Contractor of the responsibility for accomplishing the Work in accordance with the Contract.

Failure to obtain the accepted Contract Schedule within forty (40) calendar days of the Notice to Proceed may result in the District withholding ten percent (10%) of each progress payment, or \$1000, whichever is greater, until an accepted Contract Schedule is obtained.

Section 13.03. Monthly Updates.

Contractor shall submit to the District Representative each month an up-to-date status report of the Work. The status report shall be in hard copy and on a CD in electronic format other than pdf and shall include:

1. Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
2. Actual start/finish dates for activities as appropriate.
3. Identification of processing errors, if any on the previous update reports.
4. Revisions, if any, to the activity durations including revisions for weather impact to any activities due to the effect of the previous update on the schedule.
5. Identification of activities that are affected by requested or proposed changes to the Work.
6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revision to schedule logic to conform to current status and direction.

The District Representative will review the updated information and meet with Contractor each month at the Site to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the District Representative's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the update of the Contract Schedule. No progress payments will be made without the required monthly update of the Contract Schedule.

Section 13.04. Schedule Revisions.

If the sequence of construction differs significantly, as determined by the District Representative, from the Contract Schedule, Contractor shall submit within fifteen (15) days a revised schedule to the District Representative for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet or Network Window showing this impact. If the requested or proposed change is accepted by the District, the schedule fragnet or Network Window shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Article 14 of these General Conditions. No additional cost beyond that provided in Article 15 will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after acceptance of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the District Representative, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the District Representative, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) days prior to the date of submission of update information. The District will have seven (7) days to review the revisions.

Section 13.05. Short Interval Schedules.

Contractor shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include the current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted in hard copy and electronic PDF format to the District Representative prior to the weekly construction meeting. The Contractor shall participate in short interval scheduling coordination during the weekly construction meetings.

Section 13.06. Owner's Right to Revise Schedule.

In the event of a delay affecting the occupancy date of the Project and not the fault of the Contractor, the District Representative may elect to re-sequence work or otherwise modify the schedule in an attempt to maintain the Date of Completion. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the District's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the District Representative to meet schedule objectives other than those of the individual contractor will be reimbursed per the provisions of Article 15, provided that Contractor has not contributed to the delay which the District Representative is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the District Representative within forty-eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by Contractor of any claim for compensation arising out of the schedule adjustment.

Section 13.07. Commencement of Work.

The Contractor shall commence procurement of long lead materials and equipment after receipt of Notice of Intent to Award and appropriate Submittals have been approved.

Section 13.08. Time of Essence.

Time is of the essence of this agreement. The Contractor shall, to the fullest extent possible, carry on the various classes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work, without the express approval of the District Representative.

Section 13.09. Date of Completion.

The Contractor shall fully and satisfactorily complete the Work within the Contract Time. The Date of Completion is defined in Article I.

Section 13.10. Responsibility for Completion.

The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the Contract Time. If work on the critical path is seven (7) days or more behind the currently updated Contract Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
2. If the above cannot be achieved then:
 - a. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the District Representative, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of

equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the District Representative the backlog of work.

- b. In addition, the District Representative may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the District Representative finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the District Representative may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the District to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 13.09 shall be considered grounds for a determination by the District, pursuant to Article 12, Section 12.06D, that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

Section 13.11. Payments Withheld.

Progress Payments may be withheld in whole or in part should the Contractor fail to comply with the requirements of this Article.

ARTICLE 14. DELAYS AND EXTENSIONS OF TIME

Section 14.01. Extensions of Time; Unavoidable Delays.

The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the District, upon a finding of good cause for such extension.

1. As used herein, the following terms shall have the following meanings:

- a. "Excusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor. These events may include strikes, embargoes, fire, unavoidable casualties, national emergency, and stormy and inclement weather conditions in which the District Representative and Project Inspector agree that work on the critical path cannot continue. The financial inability of the Contractor or any Subcontractor or supplier and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section of the general conditions, but shall not entitle the Contractor to any adjustment of the Contract Sum.
- b. "Compensable Delay" means any delay in the completion of the Work beyond the expiration date of the Contract Time caused solely by the wrongful acts of the District and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section of the General Conditions and/or an adjustment of the Contract Sum, in accordance with Article 15. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
- c. "Inexcusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.

2. The Contractor may make a claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

- a. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. Any adjustment of the Contract Sum shall be in accordance with Article 15 and shall be based only on the non-concurrent portion of any Compensable Delay.
- b. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay calculated in accordance with subparagraph B1, if applicable, exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.

Delays in the prosecution of parts or classes of the Work which do not prevent or delay the completion of the whole Work within the Contract Time are not to be considered Excusable or Compensable.

Section 14.02. Notice of Delays; Requests for Time Extensions.

Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as good cause for an extension, the Contractor shall notify the District Representative in writing of the delay. The notice shall specify with detail the cause asserted by the Contractor to constitute good cause for an extension together with a detailed

schedule analysis showing the effect of the delay on the critical path of the Contract Schedule and a quantification of the length of the requested extension of time. Failure of the Contractor to submit such a notice within ten (10) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any entitlement to a time extension, as well as to any associated additional compensation, and no extension shall be granted as a consequence of such delay.

The District shall have no obligation to consider any time extension request unless the requirements of the Contract Documents are complied with. The District shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of the District to grant time extensions under the Contract Documents, should the Contractor fail to comply with the submission and justification requirements of the Contract Documents for time extension requests. The Contractor's failure to perform in accordance with the Contract Schedule shall not be excused because the Contractor has submitted time extension requests, unless and until such requests are approved by the District.

Section 14.03. Investigation; Procedure.

Upon receipt of a request for extension, the District Representative shall conduct an investigation of the facts asserted by the Contractor to constitute good cause for an extension. The District Representative shall report the results of this investigation, as well as the propriety of the time extension requested, to the Contractor in writing within ten (10) days of receipt of the request and shall indicate whether it will recommend for or against the extension.

Upon receiving the District Representative's recommendation, the Contractor may either concur in the recommendation, or reject the recommendation and proceed with a claim as provided for in Articles 21 and 23.

Section 14.04. Discretionary Time Extensions for Best Interest of District.

The District reserves the right to extend the time for completion of the Work if the District determines that such extension is in the best interest of the District. In the event that a discretionary extension is granted at the request of the Contractor, the District shall have the right to charge to the Contractor all or any part, as the District may deem proper, of the actual cost of construction management, engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of the extension, and to deduct all or any portion of that amount from the final payment for the Work.

In the event a discretionary time extension is ordered over the objection of the Contractor, and the decision rests solely with the District and is not legally compelled for any cause, the Contractor shall be entitled to a contract change pursuant to Article 15 adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct result of the delay, upon its written application therefore, accompanied with such verification of costs as the District Representative requires. The decision of the District on any discretionary time extension and the costs thereof shall be final and binding on the District and the Contractor.

Section 14.05. Liquidated Damages.

If the Work is not completed by the Contractor in the time specified in Section 00 73 00, Special Provisions, or within any period of extension authorized pursuant to this Article, the Contractor acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the District that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that District may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the amount accrued shall be withheld from any progress payment that would otherwise be due. This right to withhold funds is intended to complement the District's rights under Section 12.06.

This liquidated damage provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or compensable pursuant to Section 14.01, or time extensions granted by the District pursuant to Section 14.04.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the project caused by the failure of the District or the owner of utility facilities located on the Project Site to provide for removal or relocation of such facilities.

Payment by the District of any progress payments after expiration of the Contract Time shall not constitute a waiver by the District of its right to claim liquidated damages in accordance with this Section.

If the Contract is terminated before or after the Contract Time, as adjusted by any extensions of time that the District may have granted, pursuant to Section 18.07, the Contractor shall remain liable to the District for liquidated damages for all periods of time from such termination date until the Date of Completion.

Section 14.06. Extension of Time Not a Waiver.

Any extension of time granted the Contractor pursuant to this Article shall not constitute a waiver by the District of, nor a release of the Contractor from the Contractor's obligation to perform this Contract in the time specified by the agreement, as modified by the particular extension in question.

The District's decision to grant a time extension due to one circumstance set forth in one request, shall not be construed as a grant of an extension for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by the Contractor as a precedent for any other request for extension.

Section 14.07. Suspensions Exceeding One Year.

Should the Work be suspended for a period exceeding one calendar year due to war conditions, labor conditions, legal actions, or for other conditions constituting the legal defense of impossibility of performance, the Contractor and District agree to enter into an agreement terminating the agreement upon the following terms and conditions.

District shall be responsible only to pay the Contractor the actual value of the work performed from the Date of Commencement or from the date of the last progress payment, whichever is later, plus the five percent (5%) retention from prior progress payments, less any deductions authorized by the Contract Documents.

As between the Contractor and District, it shall be conclusively presumed that the actual value for the Contractor's work to the date of the last progress payment is no more than the actual amount of prior progress payment plus the five percent (5%) retention from those progress payments; provided, however, that this Section shall not preclude District from deducting charges for work or materials which do not meet the requirements of the Contract Documents.

Section 14.08. Effect of Stop Work Notice.

If the District orders a stop work notice pursuant to Article 9, the days on which the suspension is in effect shall be included in determining the required completion date and shall not otherwise modify or extend the time within which the Contractor is to perform. In such event, the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay, unless the Contractor can establish that stop work notice was not warranted.

ARTICLE 15. CHANGES TO THE WORK

Section 15.01. No Changes Without Consent.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the District, or by a Directive signed by either the District or the District Representative, stating that the extra work or change is authorized, and no claim for any addition to the Contract Sum or Contract Time shall be valid unless so authorized; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed. The Contractor shall, when required by the District Representative, furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested by the Contractor, or that may have been ordered by the District, including all items listed in Sections 15.07 and 15.08, below.

Change Orders shall specify the cost adjustments associated therewith, and in no case shall the District pay or become liable to pay any sums different than those specified or those established under Section 15.06 and 15.07.

Section 15.02. Change Orders.

Subject to legal requirements relating to competitive bidding, the District may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the District, which shall state the agreement of the District, the Contractor, and the Architect upon all of the following:

1. The scope of the change in the Work;
2. The amount of the adjustment in the Contract Sum, if any; and
3. The extent of the adjustment in the Contract Time, if any.

The District may also issue unilateral change orders based upon previously issued Directives. Unilateral change orders shall be approved by the District, the Architect, and the District Representative, but need not be signed by the Contractor.

If the Contractor believes that conditions have changed, or that it has been directed to do additional work requiring a change in time or cost, the Contractor may submit to the District Representative a Proposed Change Order (PCO).

Except for Minor Change Orders described below, all adjustments to the Contract Sum or the Contract Time must be approved by the District.

Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Change Order as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

Section 15.03. Minor Change Orders by District Administration.

The Board of the District has authorized the District Administrator or his/her designated representative the ability to approve minor changes or additions in the Work. This authorization allows any change or addition in the Work to be approved in writing by the District Administrator or designated representative when the extra cost to the District for any such change or addition does not exceed the amount specifically authorized by the Board.

Section 15.04. Change Orders Regarding Time for Completion.

Any time extension authorized by the District pursuant to Article 14 hereof shall be set forth in a Change Order signed by the District.

Section 15.05. Construction Change Directive/Directive.

Changes also may be made pursuant to a Directive, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A Directive shall be used in the absence of total agreement on the terms of a Change Order, or when time does not permit processing of a Change Order prior to implementation of the change. Directives shall be approved by the District, and the Architect, but need not be signed by the Contractor. Upon receipt of a Directive, the Contractor shall promptly proceed with the change in the work involved. It is the intent of the District that all Directives will be converted to a Change Order.

When a Directive is used because time does not permit processing of a Change Order prior to implementation of the change, signature by the Contractor on the Directive constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Directive as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

If the Contractor disagrees with the method for adjustment in the Contract Sum, the adjustment shall be determined by the District Representative on the basis of any of the methods described in Section 15.06.

Section 15.06. Pricing of Changes.

If a Change Order or Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. The District Representative's estimate of the value of the change; or
4. Time and materials, as set forth in Section 15.07 and 15.08.

Section 15.07. Allowable Costs.

Allowable costs for any Change Order shall be limited to the following:

1. Costs of labor, including social security, medical and unemployment insurance, fringe benefits required pursuant to Article 7, and workers' compensation insurance;
2. Costs of first line supervision labor, including labor burden as described in Paragraph 1. "First Line Supervision" shall mean a working foreman or lead craft worker other than the project superintendent;
3. Actual cost of the project superintendent associated with any period of compensable delay caused by issuance of the change order. In the absence of a compensable delay, all of the project superintendent's time is considered to have been paid for as part of the Overhead;
4. Actual costs of materials, including sales tax and delivery;
5. Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Contractor or others;

6. Overhead and Profit as specified below. "Overhead" shall include the following:

- a. Preparation of all paperwork related to changes in the Work, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the project superintendent; vehicles including gas and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and as-built drawings; general office and administrative expense; extended and unabsorbed home office overhead; warranty; costs of bonds, liability insurance, and all taxes; and all other expenses not specifically included in Paragraph A above.
- b. The Contractor's combined overhead and profit for work performed by its own forces shall be fifteen percent (15%) of the costs specified in Section 15.07, paragraphs 1-5. If the changed work is performed by a Subcontractor, the Subcontractor shall be entitled to an allowance of fifteen percent (15%) of its actual labor, material and rental costs for overhead and profit. The Contractor shall be allowed to mark-up the Subcontractor's price five percent (5%) for its overhead and profit. Cumulative total markup for all tiers of contractors and subcontractors shall not exceed twenty percent (20%).
- c. If the net value of a change results in a credit from the Contractor or Subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for Overhead and Profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

Section 15.08. Time and Materials Adjustment.

1. Pricing and Record Keeping. In the event that the pricing method selected is the time and materials method described in Section 15.06, paragraph 4, the pricing shall be calculated using the formula and costs set forth in Section 15.07 except that time and material (T & M) labor rates shall be pre-approved by the District Representative for T & M work. The Contractor shall keep and present daily, in such form as the District Representative may prescribe, an itemized accounting together with appropriate invoices and other supporting data of the labor, materials, and equipment used during that day. All labor shall be recorded on separate time sheets clearly identified with the Directive number and scope of extra work involved. These time sheets shall be signed daily by the Project Inspector or the District Representative. No costs will be allowed for time not recorded and signed the same day the work takes place. The Contractor and the District Representative shall discuss and attempt to resolve any disputes concerning the Contractor's daily records at the time the report is submitted.
2. Reconciliation. The Contractor shall, on a monthly basis accompanying the progress payment request, submit a reconciliation for all work performed under a time and materials Directive during the period of the progress payment. A final reconciliation shall be submitted within 30 days after the work of the Directive is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

Section 15.09. Effect on Sureties.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce the sureties' liability on the bonds.

The District reserves the right to require additional payment or performance bonds to secure a change order.

Section 15.10. Unforeseen Site Conditions.

If this Contract requires the digging of trenches or other excavations that extend deeper than four feet below the existing surface, the following provision shall apply to those trenches or excavations:

1. In the event that any of the following described conditions is suspected to exist in the trench or excavation, the Contractor shall promptly, and before the condition is disturbed, notify the District Representative, in writing within 5 working days of discovery, of any:
 - a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - b. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents.
 - c. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
2. Upon receipt of notice from the Contractor, the District Representative, the District and the Architect shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order or Directive under the procedures described in the Contract Documents.
3. In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting parties.
4. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice under paragraph 1. of this Section 15.10.
5. No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Section 15.11. Notice of Dispute

If the Contractor intends to make a claim for a change in the Contract Sum or Contract Time, the Contractor must give the District Representative written notice within ten (10) days of the occurrence of the event giving rise to the claim. Thereafter, the Contractor may proceed with a claim as provided for in Articles 21 and 23. Failure to provide the written notice within ten (10) days of the occurrence of the event giving rise to the claim shall constitute a waiver by the Contractor of any claim for a change in the Contract Sum or Contract Time.

ARTICLE 16. DISTRICT'S RIGHT TO CARRY OUT THE WORK

Section 16.01. Notice of Default; Deduction of Cost.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within three (3) days after receipt of written notice from the District to commence and continue correction of the default or neglect with diligence and promptness, the District may, without prejudice to any other remedy it may have, correct the deficiencies and may further elect to complete that portion of the Work through such means as the District may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other appropriate costs, including compensation for the Architect's, the Project Inspector's and the District Representative's additional services made necessary by the default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the District.

Section 16.02. Disputed Work.

If a dispute arises as to who is responsible for cleaning up pursuant to Section 19 or for accomplishing coordination or doing required cutting, filling, excavating or patching, the District may carry out such work and charge the cost to the responsible contractors, as the District may determine.

Section 16.03. Assignment of Work.

The District reserves the right to perform any portion of the Project with its own forces or with other contractors as it sees fit. The Contractor will cooperate and coordinate with the District's efforts in this regard. The Contractor may be assigned work by other District contractors when required to properly coordinate project activities.

ARTICLE 17. REJECTION AND REPLACEMENT OF WORK AND MATERIALS

Section 17.01. Rejection of Materials and Workmanship.

The District shall have the right to reject materials and workmanship which are determined by the District Representative, the Architect/Engineer, or the Project Inspector to be defective or fail to comply with the Contract Documents. Rejected workmanship shall be corrected to the satisfaction of the District and/or Architect/Engineer and rejected materials shall be removed from the premises and replaced, all without added cost to the District and/or an increase in the Contract Time.

If the Contractor does not correct such rejected work and/or materials within a reasonable time, fixed by the District Representative or the Architect/Engineer in a written notice to the Contractor, the District may correct the same and charge the expense to the Contractor, and deduct such expense from the next progress payment otherwise payable to the Contractor.

If the District determines that it is in its best interest not to correct defective workmanship and/or materials or work not done in accordance with the Contract Documents, the Contractor agrees that an equitable deduction from the Contract Sum shall be made therefore and deducted from the next progress payment otherwise payable to the Contractor.

Section 17.02. Correction of Work.

The Contractor shall promptly correct all work rejected by the District Representative, Project Inspector or the Architect/Engineer as defective or as failing to conform to the Contract Documents, whether observed before or after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work including compensation for the Architect/Engineer, Project Inspector's and the District Representative's additional services.

If within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the District, promptly after receipt of a written notice from the District unless the District has previously given the Contractor a written acceptance of such condition. The District shall issue a correction notice promptly after discovering the condition. The Contractor shall notify the District upon completion of repairs. This obligation shall survive termination of the Contract with respect to work in place prior to termination.

The Contractor shall bear the cost of making good work destroyed or damaged by such correction or removal.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligations which the Contractor might have under the Contract Documents or by operation of law. The establishment of the time period of two (2) years after the Date of Completion, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which an action may be commenced to establish the Contractor's liability with respect to its obligations other than specifically to correct the work.

ARTICLE 18. DISTRICT'S RIGHT TO TERMINATE CONTRACT

Section 18.01. Termination by the District for Convenience.

The District may at any time and for any reason, terminate, in whole or in part, Contractor's Work at the District's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's work and the placing of orders for materials, facilities and supplies in connection therewith, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the District, or at the option of the District, the District shall have the right to assume those obligations directly, including all benefits to be derived there from. Contractor hereby assigns to the District all of its interest in said orders and/or contracts, and the assignment of said orders and/or contracts shall be effective upon notice of acceptance by the District in writing, and only as to those orders and/or contracts which the District designates in writing. Following receipt of notice of termination, Contractor shall thereafter do only such work as may be necessary to preserve and protect portions of its work already in progress and to protect materials and equipment on or in transit to the Project.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) Contractor's direct, actual cost of the Work allocable to the portion of the Work completed in conformity with the Contract, but in no event to exceed the amount of the Contract Sum allocable to the portion of the Work completed in conformity with the Contract; plus (2) previously unpaid costs of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work, but in no event to exceed the portion of the Contract Sum allocable to said items; plus (3) an allowance of ten percent (10%) of the foregoing costs for Contractor's overhead and profit; plus (4) any proven losses with respect to materials and equipment directly resulting from the termination; plus (5) reasonable demobilization costs. The costs referred to in this Section shall be calculated and documented as required for a change order under Article 15 of the General Conditions, except that mark-up for overhead and profit shall be only as allowed by this Section. There shall be deducted from such sums the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against the District for any additional compensation or damages in the event of such termination and payment beyond that provided for in this Section.

In connection with any termination for convenience, Contractor shall allow the District, District Representative or any authorized representative(s) to inspect, audit, or reproduce any records to the extent necessary for the District or District Representative to evaluate and verify the costs incurred by Contractor in performing the Work, including direct and indirect costs such as overhead allocations. Contractor will make this material available upon 48-hours' written notice from the District or District Representative. The District and District Representative may inspect and copy, from time to time and at reasonable times and places, any and all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), including without limitation, books, papers, documents, subscriptions, recordings, estimates, price quotations, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, and any and all other information or documentation that may, in the judgment of the District or District Representative, have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract Documents. Such records shall include but not be limited to, the following: accounting records, payroll records, job cost reports, job cost history, margin analysis, written policies and procedures, subcontract files (contracts, correspondence, change order files, including documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other documents customarily maintained by contractors performing work on public works projects or that the District or District Representative otherwise deem necessary to substantiate charges related to a Termination.

If this Contract is terminated for default under Section 18.02 and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

Section 18.02. Termination by the District for Cause.

The District may terminate the Contract, pursuant to the provisions of this Article, for the following causes:

1. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor.
2. The Contractor or any of its Subcontractors violate any of the provisions of the Contract Documents or fail to perform the work within the time specified in the current Contract Schedule.
3. The Contractor or any of its Subcontractors should fail to make prompt payment to Subcontractors or material suppliers for material or for labor as required by statute.
4. The Contractor or a Subcontractor persistently disregards laws, ordinances, or the instructions of the District Representative, Architect/Engineer or the District.
5. The Contractor fails to abide by a stop work notice issued pursuant to Article 9 or fails to correct rejected work or materials as required by Article 17.
6. The Contractor fails to provide and keep in full force and effect all insurance required by Article 3, or fails to cause all Subcontractors to so comply.
7. The Contractor fails to supply a sufficient number of properly skilled workers or proper materials.
8. The Contractor commits any substantial violation of the terms and conditions of the Contract Documents which the District, in its sole discretion, finds to be a material breach of the Contract.

Section 18.03. Procedure for Termination for Cause.

The District may, without prejudice to any other right or remedy, give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract.

Unless within seven (7) days of the delivery of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the Contractor and the District Representative, the Contractor's right to complete the Work shall cease and terminate.

In the event of any such termination, the District shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the rights and obligations set forth in the performance bond. If the District is forced to take over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its sureties shall be liable to the District for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the District may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. Contractor hereby assigns to the District all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the District in writing, and only as to those orders and/or contracts which the District designates in writing. Whenever the Contractor's right to proceed is terminated, the Contractor shall not be entitled to receive any further payment until the Work is finished and shall be liable to the District for liquidated damages for all periods

of time from such termination date until the Date of Completion, as well as for all losses incurred by the District in completing the Work.

Section 18.04. Option in Event of a Loss.

In the event that any destruction or loss should exceed twenty percent (20%) of the value of the construction completed to date, as determined at the end of the preceding month, or is due to an "Act of God," the District shall have the option, at its sole discretion, to terminate this Contract.

Section 18.05. Provisions for Termination of Contract.

This Contract is subject to termination as provided by Sections 4410 and 4411 of the Government Code, being portions of the Emergency Termination of Public Contracts Act of 1949.

Section 18.06. Survival of Obligations.

No termination of this Contract or of Contractor's Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract Documents with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract Documents, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of Contractor's responsibilities under the Contract Documents with respect to the Work performed prior to the date of termination shall survive any termination.

Section 18.07. Termination After Contract Time.

In addition to any rights it may have, the District may terminate this Contract at any time after the Contract Time, as adjusted by any extensions of time that the District may have granted.

Upon such termination, in addition to the Contractor's obligations under Section 18.06 and the other provisions of the Contract Documents, the Contractor shall not be entitled to receive any compensation for services rendered before or after such termination until the Work is completed, and the Contractor shall be liable to the District for liquidated damages for all periods of time from the Contract Time, adjusted by any extensions of time that the District may have granted, until the Date of Completion, as well as for all losses incurred by the District in completing the Work.

ARTICLE 19. PRESERVATION AND CLEANING

Section 19.01. Periodic Cleaning of Project.

The Contractor shall properly clean its work and the Site and maintain its work area in an orderly manner. The Contractor shall remove all dirt, debris, waste, rubbish, and implements of service from the Project, the adjacent sidewalks and streets, and the working area daily or as directed by the District Representative. Debris, waste, or unused construction materials shall not be left under, in, or about the Project, nor allowed to accumulate on the Site or in the working area.

1. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
2. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.
3. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
4. Daily, and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
5. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
6. Weekly, and more often if necessary, sweep all interior spaces clean. "Clean" will be interpreted as meaning free from dust and other material capable of being removed by reasonable diligence using a hand-held broom.
7. As required preparatory to installation of succeeding material, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material.
8. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials have been installed. "Clean" will be interpreted as meaning free from all foreign material which may be injurious to the finish floor material.

The Contractor, at its sole cost, shall contract with a disposal company to remove all rubbish, and shall have the refuse containers emptied at frequent enough intervals so that waste does not overflow the containers.

If the Contractor fails to clean up during progress or upon completion of the Work, the District may, at the Contractor's expense, do so as provided in Article 16.

Section 19.02. Final Cleaning of Project.

At completion of the Work and prior to final acceptance/inspection and occupancy by the District, the Contractor shall thoroughly clean the interior and exterior of the buildings, and the Site and adjacent areas, of all material related to its performance of the Work. In the event the Contractor fails to do so, the District may cause this work to be done at the Contractor's expense, as provided in Article 16. The following list is not inclusive but to act as a guideline:

1. Removal of all spots, stains, paint spots, rubbish, debris, tools, equipment, trade markings and labels, and accumulated dust and dirt from all areas and broom clean. Steam-clean all carpets and mop floors.

2. Cleaning interior and exterior of the buildings including all windows in any area affected by the Work.

3. Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, chalk board trays and any adjoining rooms or areas that were affected by the Work.

4. The Contractor shall clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and shall repair any Site areas damaged during the course of construction.

Prior to final completion or District occupancy, the Contractor shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work is clean. In the event the Contractor fails to do so, the District may cause this work to be done at the Contractor's expense.

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY DISTRICT

Section 20.01. Notice of Punch List Inspection.

When the Contractor believes that a phase of its Work is complete, it shall request in writing a punch list inspection in the form provided by the District. Within five (5) days of the receipt of such request, the District Representative, the Project Inspector and the Architect/Engineer shall make a punch list inspection or inform the Contractor that the work is not ready for punch list inspection; upon completion of the deficient work, the Contractor shall again request a punch list inspection. The Contractor or its representatives shall be present at the punch list inspection. The purpose of the punch list inspection is to determine whether the Work has been completed in accordance with the Contract Documents, including all Change Orders, all interpretations and instructions previously issued.

If the Contractor requests a punch list inspection when the Work is not ready for the inspection, the Contractor shall pay all costs associated with the inspection.

If Contractor fails to attend any punch list inspection, the Contractor shall be charged for the cost of the District Representative, Architect/Engineer, the Project Inspector, and other design professionals who attended the punch list inspection.

Completion of any phase of the Work does not result in final completion, or in any way alter the payment provisions after final completion.

Section 20.02. Punch List.

The District Representative, the Project Inspector and the Architect/Engineer shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list.

The Contractor shall remedy all items shown on the punch list prior to final acceptance by the District Representative, the Project Inspector and the Architect/Engineer.

No one is authorized to amend the Contract Documents by use of the punch list; it is provided solely for the benefit of the Contractor to enable it to determine what items must be corrected before final acceptance will be recommended by the District Representative, the Project Inspector and the Architect/Engineer. The District reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

In the event that the Work still does not comply with the Contract Documents, the District reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correcting any work not completed in accordance with the Contract Documents, but accepted by the District, without the issuance of further punch lists.

If punch list work needs to be performed after the District has taken occupancy of a phase, the work shall be conducted at the direction of the District Representative.

Section 20.03. Use of Work Prior to Acceptance.

Whenever, in the opinion of the District, the Work or any part thereof, is in a condition suitable for use, and the best interests of the District require such use, the District may take possession of, connect to, and open for public or District use that portion of the Work. Contractor acknowledges and agrees such occupancy and/or use does not constitute acceptance or completion as defined by California Civil Code section 9200.

Section 20.04. Repairs or Renewal in the Work.

Prior to the Date of Completion, the Contractor shall make all repairs or renewals in the portion of the Work occupied pursuant to Section 20.03 made necessary due to defective material or workmanship, or the operations of the Contractor, ordinary wear and tear excepted.

Section 20.05. Effect of Occupancy.

The District's occupancy as contemplated in this Article shall not constitute acceptance by the District of the Work or any part thereof. Such use shall neither relieve the Contractor of any of its responsibilities under the Contract Documents, nor act as a waiver by the District of any of the terms or conditions of the Contract Documents. Any damage done by the District is the responsibility of the District. Contractor acknowledges and agrees that any occupancy and/or use of all or any portion of the work of improvement does not constitute acceptance or completion within the meaning of California Civil Code section 9200.

Section 20.06. Coordination with Other Activities.

The Contractor shall conduct its operations so as not to interfere unreasonably with the District's use of the occupied portions of the Site. The Contractor shall submit periodic schedules to the District Representative proposing the times, areas, and types of work to be done within such areas.

If the Work produces conditions rendering the occupied portions of building, the Site, or other areas uninhabitable, either because of noise, dust, vibration, smoke, fumes, or for any other cause whatsoever, the District Representative may suspend the Work or direct the Contractor to modify the Contract Schedule, and the Contractor shall comply.

Except as provided by Change Order, the Contractor shall not be entitled to a time extension or increase in the Contract Sum by virtue of conflicts between the Contractor's work and the District's occupancy.

ARTICLE 21. CONTRACT CLOSEOUT

Section 21.01. Contractor's Request for Final Payment.

When the Owner and Architects determines that all of the Work on the Project is complete and all items on the punch list have been satisfied or contends that such items are not required by the Contract Documents, the Contractor shall submit a certificate of completion and an application for final payment on the form provided.

Section 21.02. Additional Submissions.

Simultaneously with the Contractor's certificate of completion and request for final payment, the Contractor shall submit the following items to the District Representative:

1. As-built drawing information pursuant to Section 5.08.
2. One (1) original set of documentation and one (1) PDF file(s) in electronic format on a separate flash drive completely covering the operation and maintenance of all operating systems/equipment required by the technical specifications to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.
 - A. Project Record Documents described in Section 017000; including archival discs of all submittal documents and tracking logs.
 - B. Operation and maintenance data.
 - C. Warranties and bonds.
 - D. Keys and keying schedule.
 - E. Spare parts and materials extra stock.
 - F. Final lamping plan and schedule including list of manufacturer and model number for all light fixtures.
 - G. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to, Certificate of Inspection and Certificate of Occupancy.
 - H. Certificates of Insurance for products and completed operations.
 - I. Evidence of payment and release of liens. List of subcontractors, service organizations, and principal vendors, including names, addresses and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
 - J. List of subcontractors, service organizations, and principal vendors, including names, addresses and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
 - K. Hazardous material documentation as required.
 - L. Any extra stock material and equipment and manufacturer warranties/guarantees as required by the Contract Documents.
 - M. Other items as required in Section 00 73 00.

No payment will be processed unless accompanied by the above listed submissions in acceptable form.

Section 21.03. Final Payment Process.

Upon approval of the submittals required by this Article and receipt of the Contractor's final payment application, and upon verification that all of the Work is complete, including all punch list items, the District Representative shall either (1) recommend to the District that the payment application be accepted, which recommendation shall be made within five (5) business days of receipt of the Contractor's final payment application, or (2) send a notice to the Contractor rejecting the payment application, stating the basis therefor, and submitting a written estimate of the sum due to the Contractor, which written estimate shall be provided to the Contractor within twenty (20) calendar days of the District Representative's receipt of the Contractor's final payment application. The District Representative's estimate shall take into account the Contract Sum, as adjusted by any Change Orders; amounts already paid; and sums to be retained for incomplete work, liquidated damages, and for any other cause under the Contract Documents. Any protest by the Contractor of the District Representative's estimate shall be as set forth in Section 21.04 and Article 23.

The Architect/Engineer shall prepare a statement of final inspection, stating that the Work has been given a final inspection, that the Contractor has submitted the required documents, setting forth with detail any deviations in the Work as completed from the Contract Documents, and estimating the cost of correction of such deviations.

The Architect/Engineer statement shall be transmitted to the District along with the Contractor's application for final payment approved by the District Representative, Architect/Engineer and Project Inspector. The District Representative shall provide a copy of the Architect/Engineer statement of final inspection to the Contractor.

Section 21.04. Protest of the District Representative's Estimate; Claims.

If the Contractor contests the estimate of sums due prepared by the District Representative, the Contractor may file a claim in writing with the District Representative pursuant to the requirements of Article 23 and setting forth in detail all grounds alleged by the Contractor to justify an adjustment to the District Representative's estimate. The Contractor's claim shall be certified under penalty of perjury and in compliance with the California False Claims Act. Failure to include these required certifications will constitute grounds for immediate rejection of the claim.

Failure to file a timely claim shall constitute a waiver and acceptance by the Contractor of the District Representative's estimate, which shall then become final and be forwarded to the District for approval of payment.

Section 21.05. Completion; Acceptance of Contract; Notice of Completion.

The Contractor acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, Change Orders, Construction Change Directives and punch lists, and the District's formal acceptance of the Work, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy or otherwise.

Acceptance of the Work shall be made only by formal acceptance by the District. Recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the Work shall then be fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects.

Section 21.06. Approval of Final Payment.

Following acceptance of the Work, the District shall authorize final payment to the Contractor of the undisputed sums found due, subject to retentions for stop notices as provided in Section 21.07 below. This final payment shall be made within sixty (60) days after completion, as defined in Section 21.05 above, and recordation of the Notice of Completion.

Section 21.07. Withholding for Stop Notices.

The District may, in its sole discretion, and at any time, withhold from the Contractor any unpaid claims alleged in Stop Notices filed pursuant to the California Civil Code. The District reserves all remedies it may have in the event of a stop notice dispute. The basic standard to determine a sufficient withholding in the event of a Stop Notice shall be one hundred fifty percent (150%) of the total of all stop notices filed; provided, however, the District reserves the right to withhold different or greater sums in its discretion.

Section 21.08. Non-Waiver.

Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time, nor any possession taken by District shall operate as a waiver of any of the provisions of this Contract, nor shall a waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. In addition, recordation of a Notice of Completion shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of this agreement.

ARTICLE 22. GUARANTEES

Section 22.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of one (1) year from and after the recordation of the Notice of Completion and completion of all contract obligations by the Contractor, including formal acceptance of the entire Project by the District. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, Change Orders, Directives, CCDs and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. Such guarantee shall be made on the form provided, as set forth in Specification Section 00420.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Such guarantee is in addition to, and not in lieu of, the District's rights to enforce this Contract in all respects.

ARTICLE 23. CLAIM REQUIREMENTS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the District may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

Section 23.01. Notice of Potential Claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the District upon discovery of concealed or unknown conditions or discovery of facts regarding any disagreement, protest, direction, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes adjustment to the Contract Price or Contract Time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim. The Notice shall be submitted as soon as practical, but no more than five (5) working days after the discovery of any facts or event that does or may give rise to the claim, unless a different period for notice is specified in the Contract Documents. **Failure to timely submit the Notice of Potential Claim constitutes acknowledgement that the condition(s), fact(s), occurrence(s) or event(s) did not cause any increase in cost or time to perform and waives any Claim that the Contractor otherwise may have had the right to submit based on such condition(s), fact(s), occurrence(s) or event(s).**

Section 23.02. Definitions.

"Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (a.) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (b.) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (c.) payment of an amount that is disputed by the District.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

Section 23.03. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

- 23.03.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Claim will be based on the District's records and the Claim documentation submitted by the claimant, which shall include but not be limited to the following: an explanation of the background; a chronology (including dates of all key events and date(s) that the Notice of Potential Claim was given); an explanation of the Contractor's position; supporting documentation of merit; analysis of delay for any claimed additional time, including CPM schedules; and a calculation of damages or additional amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, conference or meeting notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Claims must be filed on or before the date of final payment, except that the Claim must be submitted no later than thirty (30) days from the date of the District Representative's estimate of sums due. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.04 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

- 23.03.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.
- 23.03.03 Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the claimant. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Contractor.
- 23.03.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 23.03.03 above, the District shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being

deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

- 23.03.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.
- 23.03.06 If the claimant disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- 23.03.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.
- 23.03.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.
- 23.03.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 23.03.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

23.03.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

23.03.11 Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

- (a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.

The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 23.04. Claim Certification.

Contractor acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code sections 12650 et seq.). Submission by Contractor of any claim (as the term "claim" is defined in False Claims Act) to the District in connection with the Project, whether on its behalf or on behalf of a Subcontractor or material supplier, shall constitute a representation by Contractor to the District that submission of the claim does not in any respect, violate the False Claims Act. Any party with an interest in the claim, including Contractor and any Subcontractor or material supplier, shall certify under penalty of perjury the validity and accuracy of any claim submitted to the District, as provided below. Compliance with this claim certification requirement shall be a condition precedent to any obligation District might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim.

The claim certification required by this section shall provide as follows:

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 et seq. I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: _____

Company _____

Signature _____

Title _____

Section 23.05. Continuance of Work.

In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Contractor agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Contract, the Contractor agrees it will neither rescind the Contract, nor stop the progress of the Work on the Project.

ARTICLE 24. ADDITIONAL PROVISIONS

Section 24.01. Conflict of Interest.

No official of the District who is authorized on behalf of the District to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the District who is authorized on behalf of the District to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

Section 24.02. No Agreements.

No verbal agreement or conversation with any officer, agent, or employee of the District, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle the Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

Section 24.03. Anti-Trust Assignment.

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the District all rights, title, and interest in and to all causes of action the Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 24.04. Contractor Not Agent, Nor Employee.

Neither the Contractor nor any subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an officer, agent, or employee of the District for any purpose whatsoever.

No person employed by the Contractor, or by any subcontractors, are, nor shall they be construed to be in any manner or for any purpose whatsoever, employees of the District.

Section 24.05. Access to Records.

The District or the District's authorized representative shall have access, upon reasonable notice, during normal business hours, to any books, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Contractor and all subcontractors directly or indirectly pertinent to the Work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order prospective or executed, or any claim for which additional compensation has been requested.

Such books, documents and other records mentioned above shall include, but are not limited to all those reasonably necessary in the opinion of the District to determine the accurate amount of direct and indirect costs, job site, area and home office overhead, delay and impact costs, however characterized, and shall include the original bid and all documents related to the bid and its preparation, as well as the as-planned Contract Schedule and all related documents.

Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at the District's cost.

END OF SECTION



Bobo Construction Inc.
9722 Kent Street
Elk Grove, California 95624
Phone: (916) 383-7777

Project: 3258 - Village Park Renovations Project
7997 California Ave
Fair Oaks, California 95628

Prime Contract Potential Change Order #165: Time Extensions - COs 01 and 02

TO:	Fair Oaks Recreation and Parks District 4150 Temescal Street Fair Oaks, California 95628	FROM:	Bobo Construction, Inc. 9722 Kent Street Suite A Elk Grove, California 95624
PCO NUMBER/REVISION:	165 / 2	CONTRACT:	BP#21-103 - Village Park Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Juan Barraza (Bobo Construction, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	2/12/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	168 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$399,777.00

POTENTIAL CHANGE ORDER TITLE: Time Extensions - COs 01 and 02

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #200 - Time Extensions - COs 01 and 08

See attached CO 01 (92 Calendar Days) and CO 02 (76 Calendar Days). A credit of 14 days per calendar year was given as part of non-compensable weather delays not included in the contract and General Conditions.

ATTACHMENTS:

[Overhead Daily Rate REV.pdf](#) , [_RE_VPRP Time Extensions - COs 01 and 02 - Executed.msg](#) , [_CO 02 VPRP 20231107 Signed.pdf](#) , [_CO 01 VPRP 20231106 Signed.pdf](#)

#	Budget Code	Description	Amount
1	1-12.L Superintendent.Labor	Approved CO#01 (92 Calendar Days x \$2,257.35)	\$207,676.20
2	1-12.L Superintendent.Labor	Approved CO#02 (76 Calendar Days x \$2,257.35)	\$171,558.60
3	1-12.L Superintendent.Labor	Credit 14 days of Yearly Weather delays	\$(31,602.90)
Subtotal:			\$347,631.90
Bobo Self Perform Markup (15.00% Applies to Labor, Rental Equipment, Materials, Burden, and Owned Equipment.):			\$52,145.10
Bobo Sub Markup (5.00% Applies to Commitment, Professional Services, and Other.):			\$0.00
Grand Total:			\$399,777.00

Tim Mattheis (WMB Architects Inc)
2000 L Street, Suite 125
Sacramento, California 95811

Fair Oaks Recreation and Parks District
4150 Temescal Street
Fair Oaks, California 95628

Bobo Construction, Inc.
9722 Kent Street Suite A
Elk Grove, California 95624

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------	-----------	------



Change Order: 1107 - 7 / Date: 4/17/2024
Project Number: 3258

Bobo Construction Inc.
9722 Kent Street
Elk Grove, CA
95624, US
(916) 383-7777

Prepared By:
Travis Nicholas
(916) 383-7777
tnicholas@boboconstructioninc.com

Project: **Village Park Renovations Project**

Scope of Work

Default Group

	Quantity	Unit Cost	Total Cost
Builder's Risk Daily Rate	1 day	\$124.23	\$124.23
Project Manager Daily Rate	1 day	\$287.37	\$287.37
Project Engineer Daily Rate	1 day	\$168.00	\$168.00
Superintendent Daily Rate	1 day	\$446.57	\$446.57
Foreman Daily Rate	1 day	\$317.37	\$317.37
General Laborer Daily Rate	1 day	\$640.54	\$640.54
Temporary Restrooms Daily Rate	1 day	\$15.31	\$15.31
Temporary Utilities Daily Rate (Water)	1 day	\$14.63	\$14.63
Temporary Utilities Daily Rate (Internet)	1 day	\$4.91	\$4.91
Temporary Fence Daily Rate	1 day	\$23.43	\$23.43
Project Management Software Cost	1 day	\$66.82	\$66.82
SWPPP - Implement, Monitor, & Maintain	1 day	\$148.17	\$148.17
	--	--	\$2,257.35

Notes

VPR Overhead

Item	Cost per Hour	Hours	Cost per Working Day	Cost per Calendar Day	Notes
Builders Risk	\$ 21.74	8	\$ 173.92	\$ 124.23	BR is a duration based insurance at \$45,349/yr
PM	\$ 50.29	8	\$ 402.32	\$ 287.37	
PE	\$ 29.40	8	\$ 235.20	\$ 168.00	
Super	\$ 78.15	8	\$ 625.20	\$ 446.57	
Foreman	\$ 55.54	8	\$ 444.32	\$ 317.37	
Laborer	\$ 74.73	12	\$ 896.76	\$ 640.54	Figuring 1.5 Laborers as we fluctuate between 1 and 2 Laborers
Restrooms	\$ 2.68	8	\$ 21.44	\$ 15.31	Took average of all RR charges to date
Utilities - Water	\$ 2.56	8	\$ 20.48	\$ 14.63	Took average of all water usage charges to date
Utilities - Internet	\$ 0.86	8	\$ 6.88	\$ 4.91	Starlink, \$150/month
Fencing	\$ 4.10	8	\$ 32.80	\$ 23.43	2,028lf x \$6.25/lf = 12,675 for 540 duration
Procure (see below)	\$ 11.69	8	\$ 93.55	\$ 66.82	
SWPPP	\$ 25.93	8	\$ 207.44	\$ 148.17	Based on \$80,000 for 540 day duration that was factored into bid
	\$ 357.67		\$ 3,160.31	\$ 2,257.35	

Procure is renewed annually (on 4/6) and is based on total volume expected for the year, but is not audited for a credit if we do less than the amount estimated.

The project has now entered a new billing cycle for the software since the project was to be done prior to 4/6/24 and its remaining cost had to be factored into the renewal

Item	Cost per Million	Project Size	Total Software Costs	Original Project Days	Cost per Day
Procure	\$ 1,658.90	21.75	\$ 36,081.08	540	\$ 66.82

Burden Employee Summary

01/01/22 To 04/01/24

Employee No	Employee Name	Avg Hrly Rate
33	Schmitz , John	78.1486
145	Barraza , Juan	50.2852
209	Burget , Gage	29.4027
214	Winnie , Jason	55.5424

Bobo Construction, Inc.
Job History Detail Report
3258 - Village Park Renovations Proj

To

Cost Code	Description	Source	Date	Class	Category	Dollars	Hours/Units	Comment	Quantity	%	Type
1	General Requirements										
500	Temporary Office and Restrooms	A/P	07/01/22	REQ		496.14		10267 AREA Portable Services Inc.			
		A/P	07/26/22	REQ		411.80		10267 AREA Portable Services Inc.			
		A/P	08/23/22	REQ		411.80		10267 AREA Portable Services Inc.			
		A/P	09/20/22	REQ		411.80		10267 AREA Portable Services Inc.			
		A/P	10/18/22	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	11/15/22	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	12/13/22	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	01/10/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	03/06/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	04/03/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	05/01/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	05/29/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	06/26/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	08/01/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	08/21/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	09/18/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	10/16/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	11/13/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	12/11/23	REQ		463.70		10267 AREA Portable Services Inc.			
		A/P	01/08/24	REQ		501.08		10267 AREA Portable Services Inc.			
		A/P	02/05/24	REQ		501.08		10267 AREA Portable Services Inc.			
		A/P	03/04/24	REQ		501.08		10267 AREA Portable Services Inc.			
		A/P	04/01/24	REQ		501.08		10267 AREA Portable Services Inc.			
	Cost Code 500 Total:	REQ				10,691.36					
	Totals:					10,691.36					
	Cost Code Group 1 Total:	REQ				10,691.36					
	Totals:					10,691.36					
	Job 3258 Total:	REQ				10,691.36					
	Totals:					10,691.36					

Bobo Construction, Inc.
Job History Detail Report
3258 - Village Park Renovations Proj

To

Cost Code	Description	Source	Date	Class	Category	Dollars	Hours/Units	Comment	Quantity	%	Type
1	General Requirements										
510	Temporary Utilities	A/P	08/31/22	REQ		453.49		10243 Fair Oaks Water District			
		A/P	08/31/22	REQ		2,500.00		10243 Fair Oaks Water District			
		A/P	10/10/22	REQ		208.41		10243 Fair Oaks Water District			
		A/P	10/10/22	REQ		233.93		10243 Fair Oaks Water District			
		A/P	12/06/22	REQ		-317.65		10243 Fair Oaks Water District			
		A/P	12/06/22	REQ		-305.99		10243 Fair Oaks Water District			
		A/P	12/06/22	REQ		305.99		10243 Fair Oaks Water District			
		A/P	12/06/22	REQ		305.99		10243 Fair Oaks Water District			
		A/P	12/06/22	REQ		317.65		10243 Fair Oaks Water District			
		A/P	12/06/22	REQ		317.65		10243 Fair Oaks Water District			
		A/P	01/17/23	REQ		317.65		10243 Fair Oaks Water District			
		A/P	01/17/23	REQ		180.67		10243 Fair Oaks Water District			
		A/P	03/07/23	REQ		182.44		10243 Fair Oaks Water District			
		A/P	03/07/23	REQ		-280.33		10243 Fair Oaks Water District			
		A/P	03/07/23	REQ		280.33		10243 Fair Oaks Water District			
		A/P	03/07/23	REQ		280.33		10243 Fair Oaks Water District			
		A/P	04/12/23	REQ		175.44		10243 Fair Oaks Water District			
		A/P	05/10/23	REQ		153.77		10243 Fair Oaks Water District			
		A/P	06/15/23	REQ		197.86		10243 Fair Oaks Water District			
		A/P	07/19/23	REQ		3,000.00		10243 Fair Oaks Water District			
		A/P	08/02/23	REQ		331.43		10243 Fair Oaks Water District			
		A/P	08/02/23	REQ		368.95		10243 Fair Oaks Water District			
		A/P	10/23/23	REQ		371.46		10243 Fair Oaks Water District			
		A/P	10/23/23	REQ		418.51		10243 Fair Oaks Water District			
		A/P	12/18/23	REQ		326.32		10243 Fair Oaks Water District			
		A/P	12/18/23	REQ		343.63		10243 Fair Oaks Water District			
		A/P	02/07/24	REQ		314.67		10243 Fair Oaks Water District			
		A/P	02/07/24	REQ		314.89		10243 Fair Oaks Water District			
		A/P	03/04/24	REQ		145.89		10243 Fair Oaks Water District			
		A/P	03/04/24	REQ		145.89		10243 Fair Oaks Water District			
		A/P	04/02/24	REQ		147.00		10243 Fair Oaks Water District			
		A/P	04/02/24	REQ		149.44		10243 Fair Oaks Water District			
Cost Code 510 Total: REQ						11,568.06					

Bobo Construction, Inc.
Job History Detail Report
3258 - Village Park Renovations Proj
To

Cost Code	Description	Source	Date	Class	Category	Dollars	Hours/Units	Comment	Quantity	%	Type
						Totals:	11,568.06				
	Cost Code Group 1 Total:	REQ					11,568.06				
						Totals:	11,568.06				
	Job 3258 Total:	REQ					11,568.06				
						Totals:	11,568.06				

T & M WAGE CHART

Date: 07/06/2022

School/Project: Village Park Renovation

General Contractor: Bobo Construction, Inc.

Prevailing Wage Rate Calculation

Date:				Fringes Benefits (does not increase for OT rates)							Burden (Employer Payments)									
No	Trade / Craft	dno	Basic Hourly Rate	Health & Welfare	Pension	Vacation / Holiday	Other Payments	Subtotal (Fringes)	Training	Subtotal Straight / OT Hourly Rate	FICA	SDI	Workman Comp.	UI	FUTA	Total Burden	Total Hourly Rate	Profit	Total Billable Rate	Comments
				7.65%	1.28%	Varies	6.20%	0.80%		10%										
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
1	Laborer	3	\$34.80	\$9.30	\$13.36	\$3.05	\$0.28	\$25.99	\$0.50	\$61.29	\$4.69	\$0.78	\$3.68	\$3.80	\$0.49	\$13.44	\$74.73			
2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
6				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			

Notes:

I Insert Contractor's basic hourly rate, health & welfare, pension, vacation/holiday and other payments in columns "D to H", then add training to column "J". Subtotal straight and over time hourly rates will be calculated at column "K" which includes "Fringes Benefits". Please note that ONLY "basic hourly rates" will change for over time and all other "Fringe Benefits" remain the same as straight hourly rates.

II Insert Contractor's workman compensation rate at lower section of columns "N" where shows "0.00%" for each contractor/trade. Total hourly rate including "Fringes Benefits" and all "Burdens" will be calculated at column "R". Since "Burdens" are percentages of the "subtotal straight/OT hourly rates" they will increase for over time rates and will be calculated automatically by the spreadsheet.

A/P Invoice Detail Report

Transaction: 10113

Trx Type: Prepaid EFT

Notes: No

Vendor: 520 - Mazzoni Insurance Service

PO/Sub No:

CO No:

Job: 3258 - Village Park Renovations Proj

Description: Builders Risk Policies CCC

General**Invoice No:** 062222**Terms:** NET30 -Net 30 Days**Inv Date:** 06/27/2022**Trx Date:** 6/27/2022**Inv. Total:** 24,057.00**Due Date:** 07/22/2022**Disc Date:****Disc Base:**

.00

Disc %:

.00

Disc Amt:

.00

Ret %:

.00

Ret Amt:

.00

Inventory:

.00

Other:

24,057.00

Sales Tax Amount:

.00

Distribution

G/L Expense	Amount	Job	Cost Code	Cost Cls	Tax Base	Tax Auth	Tax Rate	Units	Description	WO #	Equipment	Service Code	Total
5060	24,057.00	3258	2	OTH	.00			.00	.00				24,057.00

Tax:

Additional**Pay Status:** Regular**Pay Class:** OTH -Other**1099 Reporting Class:****Internal Note:****Scanned Invoice Image:****Prepaid Invoice****Payment #:** 4404**Payment Amount:** 24,057.00**Payment Date:** 6/22/2022**A/P:** 2000**A/P Ret:** 2020**Disc:** 6300**Cash:** 1010

A/P Invoice Detail Report**Transaction:** 10113**Trx Type:** Prepaid EFT**Notes:** No**Vendor:** 520 - Mazzoni Insurance Service**PO/Sub No:****CO No:****Job:** 3258 - Village Park Renovations Proj**Description:** Builders Risk Policies CCC

A/P Invoice Detail Report

Transaction: 10114

Trx Type: Prepaid EFT

Notes: No

Vendor: 520 - Mazzoni Insurance Service

PO/Sub No:

CO No:

Job: 3258 - Village Park Renovations Proj

Description: Builders Risk Policies CH Reno

General**Invoice No:** 062422 1**Terms:** NET30 -Net 30 Days**Inv Date:** 06/27/2022**Trx Date:** 6/27/2022**Inv. Total:** 17,258.00**Due Date:** 07/27/2022**Disc Date:****Disc Base:**

.00

Disc %:

.00

Disc Amt:

.00

Ret %:

.00

Ret Amt:

.00

Inventory:

.00

Other:

17,258.00

Sales Tax Amount:

.00

Distribution

G/L Expense	Amount	Job	Cost Code	Cost Cls	Tax Base	Tax Auth	Tax Rate	Units	Description	WO #	Equipment	Service Code	Total
5060	17,258.00	3258	2	OTH	.00			.00	.00				17,258.00

Tax:

Additional**Pay Status:** Regular**Pay Class:** OTH -Other**1099 Reporting Class:****Internal Note:****Scanned Invoice Image:****Prepaid Invoice**

Payment #: 4405

Payment Amount: 17,258.00

Payment Date: 6/27/2022

A/P: 2000

A/P Ret: 2020

Disc: 6300

Cash: 1010

A/P Invoice Detail Report**Transaction:** 10114**Trx Type:** Prepaid EFT**Notes:** No**Vendor:** 520 - Mazzoni Insurance Service**PO/Sub No:****CO No:****Job:** 3258 - Village Park Renovations Proj**Description:** Builders Risk Policies CH Reno

A/P Invoice Detail Report

Transaction: 10115

Trx Type: Prepaid EFT

Notes: No

Vendor: 520 - Mazzoni Insurance Service

PO/Sub No:

CO No:

Job: 3258 - Village Park Renovations Proj

Description: Builders Risk Policies AC Reno

General**Invoice No:** 062422 2**Terms:** NET30 -Net 30 Days**Inv Date:** 06/27/2022**Trx Date:** 6/27/2022**Inv. Total:** 4,034.00**Due Date:** 07/27/2022**Disc Date:****Disc Base:**

.00

Disc %:

.00

Disc Amt:

.00

Ret %:

.00

Ret Amt:

.00

Inventory:

.00

Other:

4,034.00

Sales Tax Amount:

.00

Distribution

G/L Expense	Amount	Job	Cost Code	Cost Cls	Tax Base	Tax Auth	Tax Rate	Units	Description	WO #	Equipment	Service Code	Total
5060	4,034.00	3258	2	OTH	.00			.00	.00				4,034.00

Tax:

Additional**Pay Status:** Regular**Pay Class:** OTH -Other**1099 Reporting Class:****Internal Note:****Scanned Invoice Image:****Prepaid Invoice****Payment #:** 4406**Payment Amount:** 4,034.00**Payment Date:** 6/27/2022**A/P:** 2000**A/P Ret:** 2020**Disc:** 6300**Cash:** 1010

A/P Invoice Detail Report**Transaction:** 10115**Trx Type:** Prepaid EFT**Notes:** No**Vendor:** 520 - Mazzoni Insurance Service**PO/Sub No:****CO No:****Job:** 3258 - Village Park Renovations Proj**Description:** Builders Risk Policies AC Reno

STARLINK

Attn: Travis Nicholas

Invoice**INV-USA-21668247-10664-82**

Invoice Date: April 10, 2024

Payment Due Date: April 17, 2024

Customer Account: ACC-442953-58745-73

Product Description	Qty	Amount
Standard Starlink Subscription (Apr 10, 2024 - May 09, 2024)	2	USD 240.00
Mobile - Regional Subscription (Apr 10, 2024 - May 09, 2024)	4	USD 600.00
Total Tax		USD 0.00
<div style="border: 1px solid red; padding: 5px; display: inline-block;">1 of these is Village, \$150/month</div>		
Total Charges		USD 840.00
Payment		USD 840.00
Total Due		USD 0.00

Please contact Customer Support if there are issues with your invoice.

If payment for services are not received by May 04, 2024, your service will be suspended until payment is made.

Space Exploration Technologies Corp.
1 Rocket Road
Hawthorne, California 90250


SECURITY CONTRACTOR SERVICES, INC.

Security Contractor Services, Inc.
5311 Jackson St.

North Highlands, CA 95660
(916) 338-4800

02-0070950
BOBO CONSTRUCTION
9722 KENT STREET
ELK GROVE

CA 95624-2417

***** INVOICE ***** PAGE: 1

INVOICE NUMBER: 0310444-IN
INVOICE DATE: 05/01/2023
CONTRACT NO.: R088396
CONTRACT BEGIN: 04/26/2023
SHIPPING NUM: Q099339
BEGIN DATE: 04/26/2023
RETURN/REBILL: 09/26/2024

McCOURTNEY RD XFER STATION
14741 WOLF MOUNTAIN RD
Grass Valley CA 95949

Rental period: 04/26/2023 - 09/26/2024

JUSTIN DUNBAR

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
MCCOURTNEY XFER Our Truck		Job Site	1 % 15 Days, Net 30 Days

ITEM #/FOOTAGE	ORDERED	SHIPPED	PRICE	AMOUNT
P 2637.50 12.5' X 7' PANEL	211	211	6.2500	16,484.38
B Blocks	201	201	.0000	.00
C Clamps	173	173	.0000	.00
YC Yellow Clamps	47	47	.0000	.00
/02REI Reinstall/Relocate Fence				633.75
/02DPN Delivery/Pickup Charge				680.00
/02PW				.00

NET INVOICE:	17,798.13
FREIGHT:	.00
SALES TAX:	.00

INVOICE TOTAL: 17,798.13

A service charge will be assessed at the rate of 2% per month (24% per annum); with a minimum service charge of \$5.00. This service charge will be assessed at 60 days and every month thereafter until the invoice is paid in full. All expenses incurred to collect monies due will be paid by the purchaser. A handling charge of 15% will be made for stock material returned for credit. Non-standard items are not returnable. Claims for loss, damage, or shortage must be made within 5 days from date delivered to receive recognition.



CHANGE ORDER FORM

Fair Oaks Recreation and Park District
4150 Temescal St, Fair Oaks, CA 95628
Fair Oaks, CA 95628

CHANGE ORDER NO.:

CO #01

CHANGE ORDER

Project: Village Park Renovation
Project No.:

Date: November 6, 2023

The following parties agree to the terms of this Change Order:

Owner:
Fair Oaks Recreation and Park District
4150 Temescal Street
Fair Oaks, CA 95628

Contractor:
Bobo Construction
9722 Kent Street
Elk Grove, CA 95624

Architect:
WMB Architects
2000 L Street
Sacramento, CA 95811

Landscape Architect:
Callander Associates Landscape Architects
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670

Reference	Description	Cost	Days Ext.
PCO #	Weather/Rain (See attached Exhibit A)	\$ 0.00	92
Requested by:	Bobo Construction		
Performed by:	Bobo Construction		
Reason:	Per Contract Gen. Condition §14.01 – Excusable time extension for weather delays		
		\$	
		\$	
Contract time will be adjusted as follows:	Original Contract Amount:	\$ 21,750,000.00	
Previous Completion Date: <u>04/24/2024</u>	Amount of Previously Approved Change Order(s):	\$ 0.00	
<u>92</u> Calendar Day Extension as a result of this change. (zero unless otherwise indicated)	Amount of this Change Order:	\$ 0.00	
Revised Completion Date: <u>07/25/2024</u>	Contract Amount:	\$ 21,750,000.00	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

FAIR OAKS RECREATION AND PARK DISTRICT
VILLAGE PARK RENOVATION PROJECT

CHANGE ORDER FORM

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Michael J. Aho 11/9/23
Signature Date
Print Name - Michael J. Aho

Contractor:

Anya Baraza 11/9/23
Signature Date
Print Name - Anya Baraza

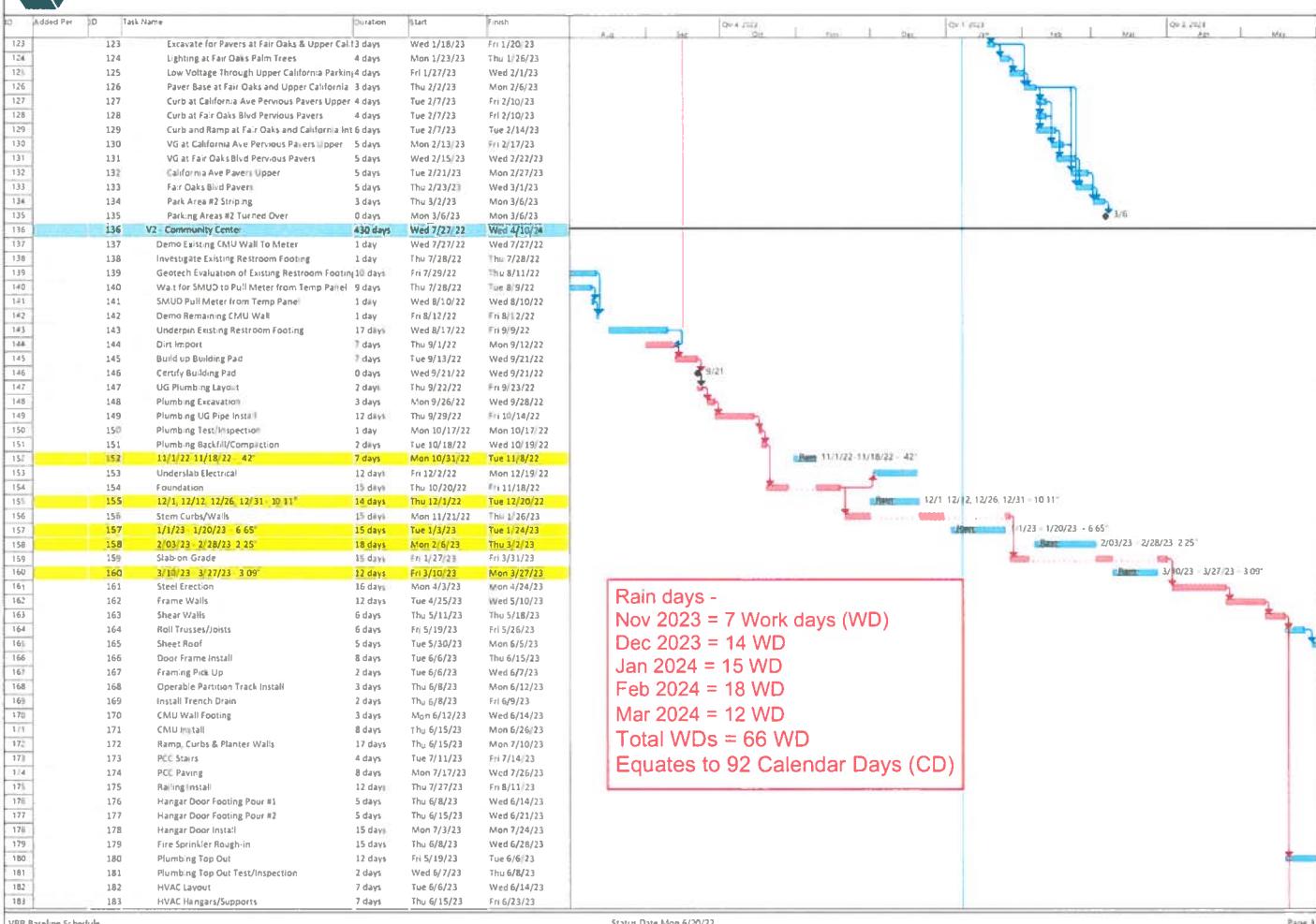
Architect:

Timothy Matthews 11/09/2023
Signature Date
Print Name - Timothy Matthews

Landscape Architect:

Melissa Ruth 11/8/23
Signature Date
Print Name - Melissa Ruth

END OF DOCUMENT


CO #01 - Exhibit A




CHANGE ORDER FORM

Fair Oaks Recreation and Park District
4150 Temescal St, Fair Oaks, CA 95628
Fair Oaks, CA 95628

CHANGE ORDER NO.:

CO #02

CHANGE ORDER

Project: Village Park Renovation
Project No.:

Date: November 7, 2023

The following parties agree to the terms of this Change Order:

Owner:
Fair Oaks Recreation and Park District
4150 Temescal Street
Fair Oaks, CA 95628

Contractor:
Bobo Construction
9722 Kent Street
Elk Grove, CA 95624

Architect:
WMB Architects
2000 L Street
Sacramento, CA 95811

Landscape Architect:
Callander Associates Landscape Architects
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670

Reference	Description	Cost	Days Ext.
PCO #	Various (See attached)	\$ 0.00	76
Requested by:	Bobo Construction		
Performed by:	Bobo Construction		
Reason:	Per Contract Gen. Condition §14.01 – Excusable time extension for unforeseen conditions		
		\$	
Contract time will be adjusted as follows:	Original Contract Amount:	\$ 21,750,000.00	
Previous Completion Date: <u>07/25/2024</u>	Amount of Previously Approved Change Order(s):	\$ 0.00	
<u>76</u> Calendar Day Extension as a result of this change. (zero unless otherwise indicated)	Amount of this Change Order:	\$ 0.00	
Revised Completion Date: <u>10/09/2024</u>	Contract Amount:	\$ 21,750,000.00	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

FAIR OAKS RECREATION AND PARK DISTRICT
VILLAGE PARK RENOVATION PROJECT

CHANGE ORDER FORM

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

 11/9/23
Signature Date

Print Name - Michael J. Aho

Contractor:

 11/9/23
Signature Date

Print Name - Ivan Barrera

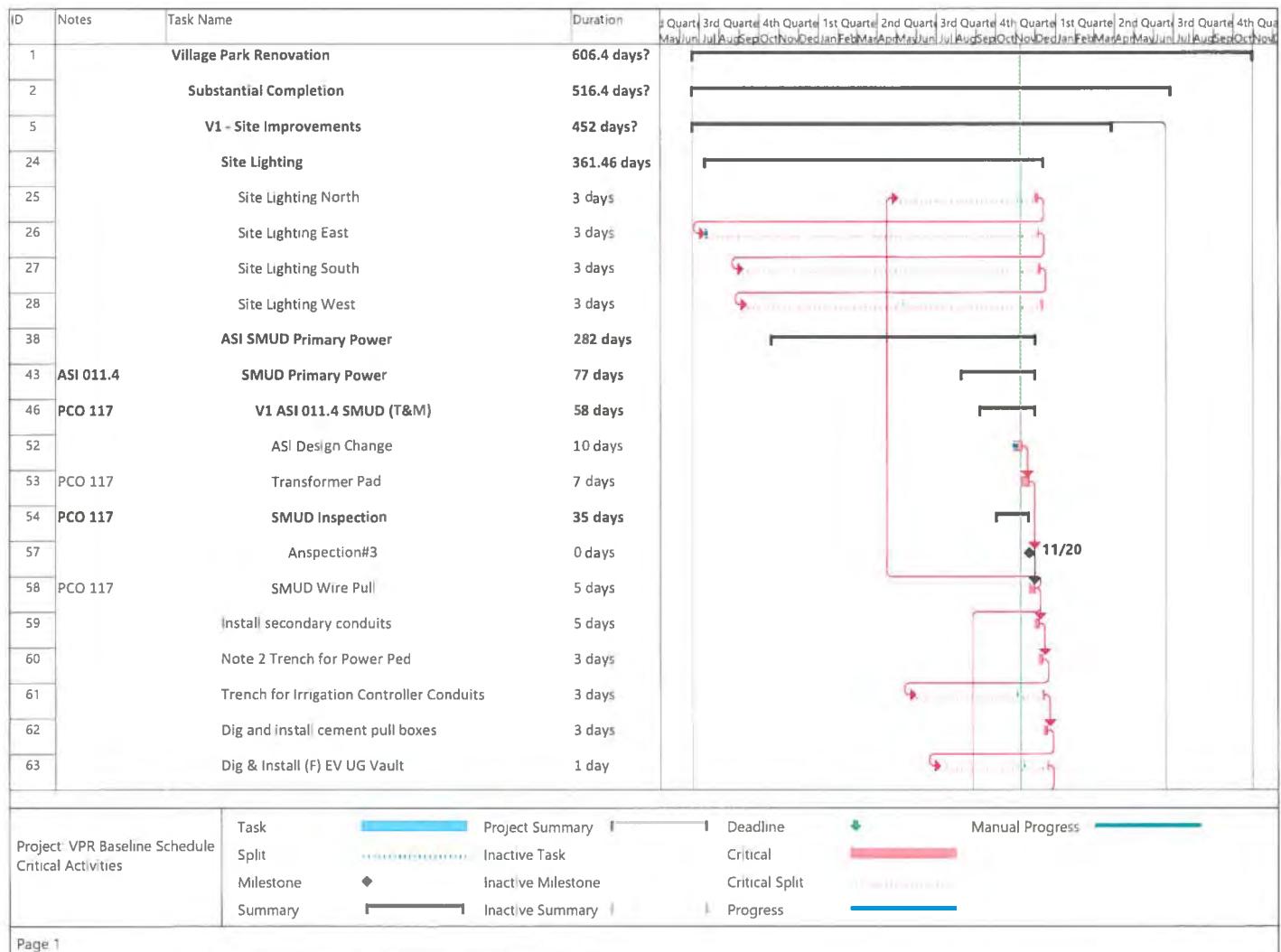
Architect:

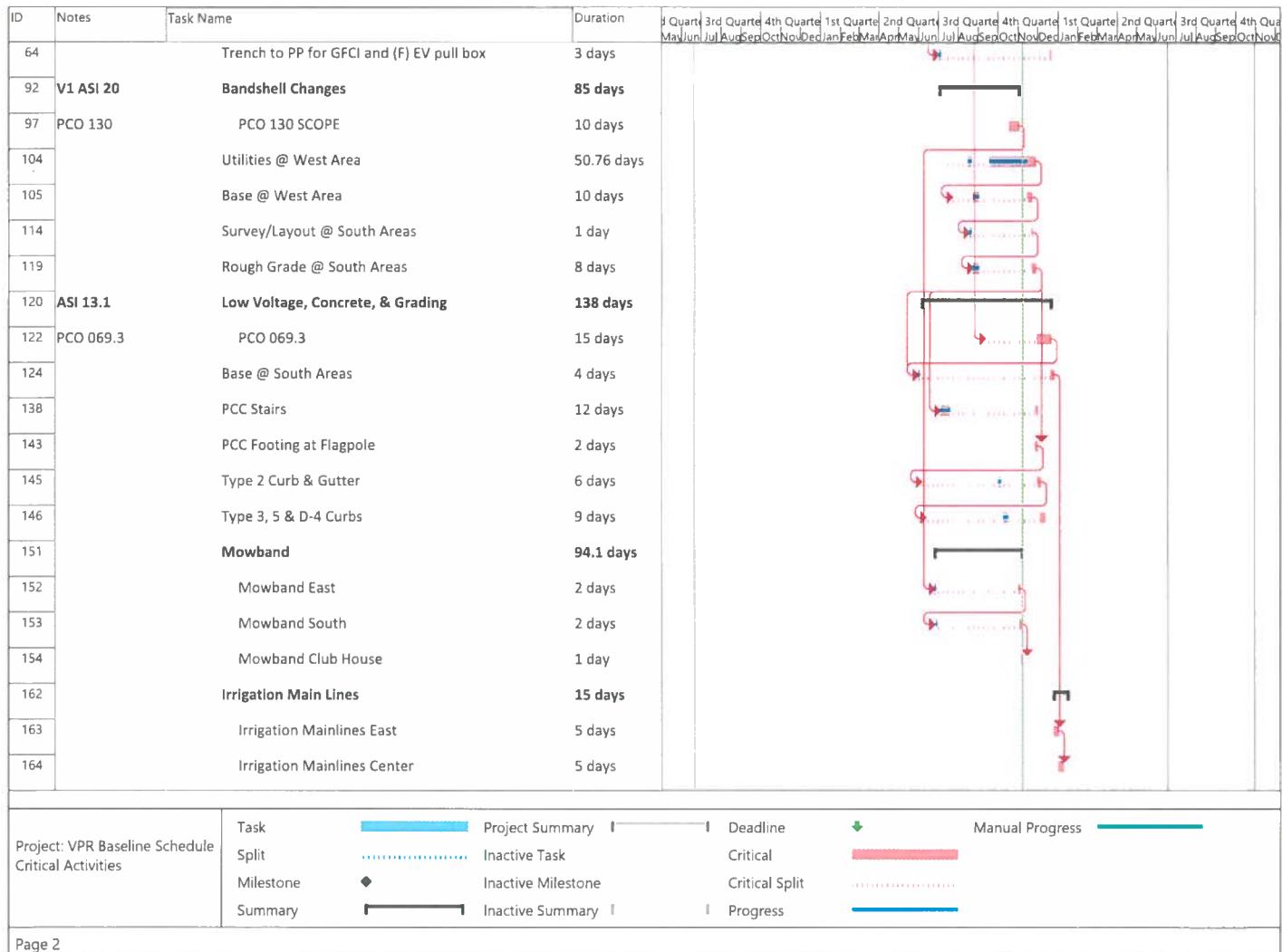
 11/9/2023
Signature Date
Print Name - TIMOTHY MATHERIS

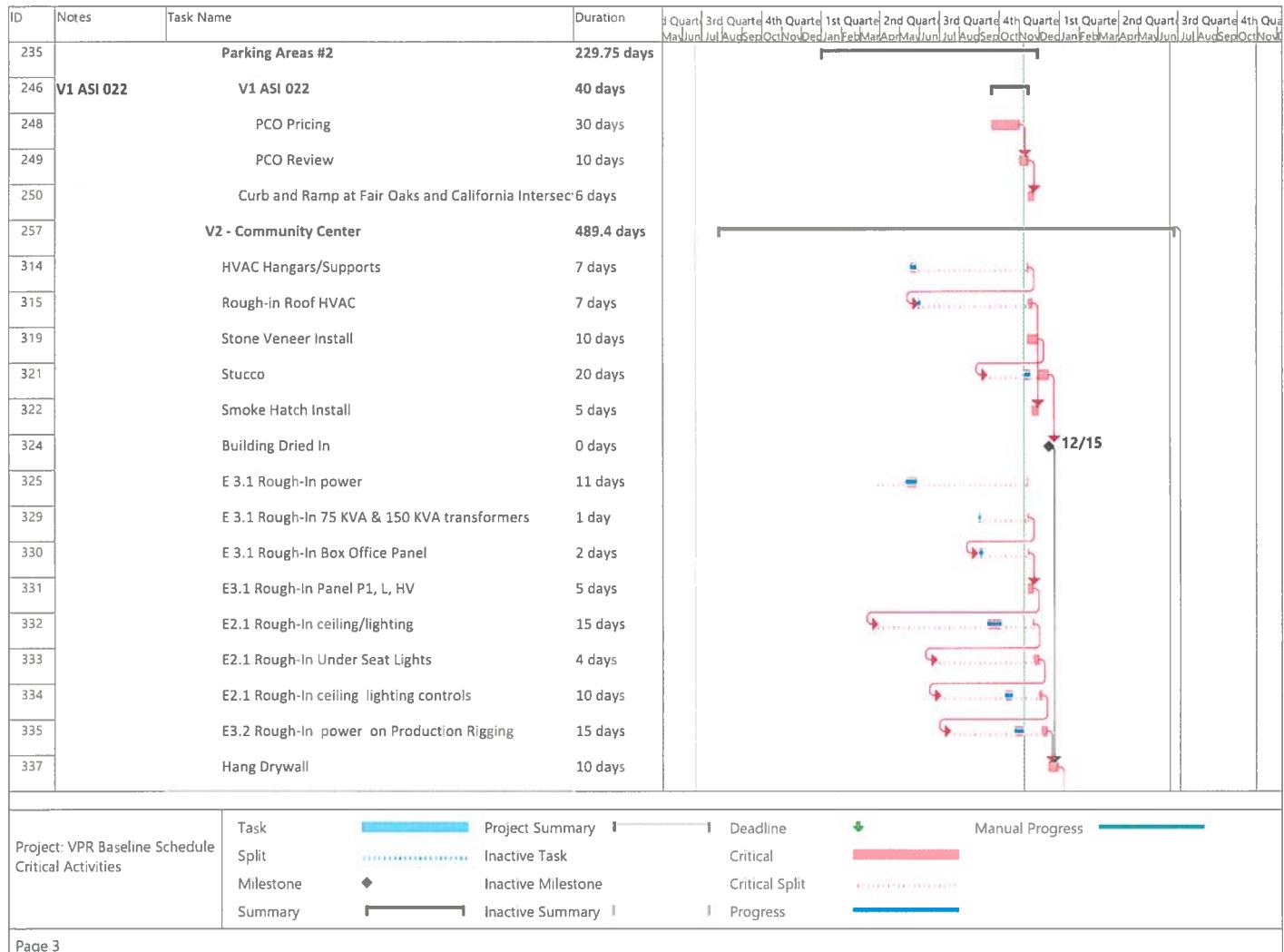
Landscape Architect:

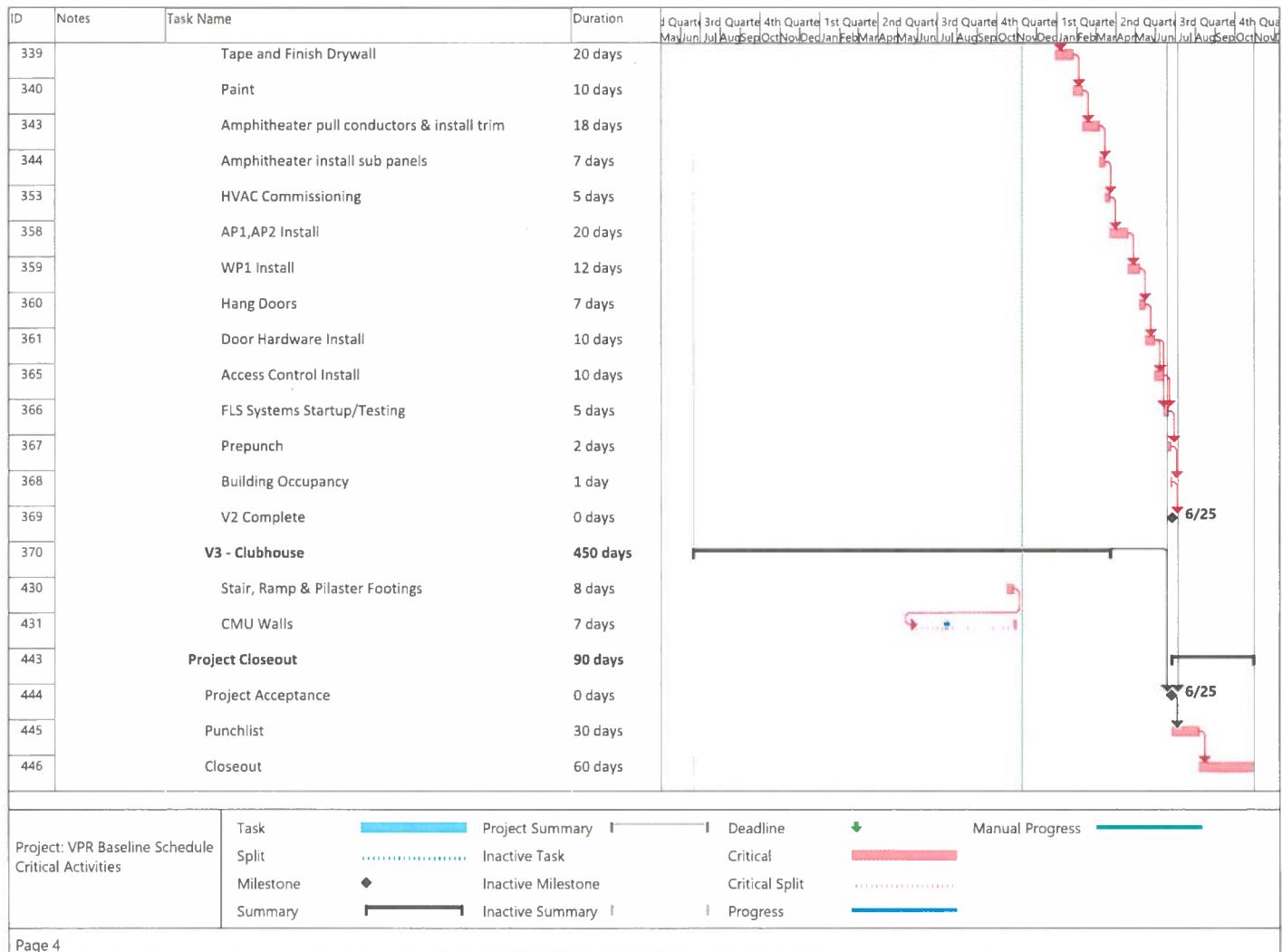
 11/8/23
Signature Date
Print Name Melissa Ruth

END OF DOCUMENT









From: Dave Fukui <Dave@icscm.com>
Sent: Tuesday, April 30, 2024 8:12 AM
To: Travis Nicholas
Cc: Juan Barraza
Subject: RE: VPR Calendar Overhead

Good morning guys

Sorry for the delayed response. The daily rate looks acceptable. We appreciate the efforts by Bobo on this rate.

Please prep and send a revised PCO reflecting this rate (\$2,257/day). **If Bobo would consider that 14 to 21 calendar days (10 to 15 work days) should have been anticipate for typical weather during the year,** which would have been non-compensable, it would go a long way towards resolving the amount(s) presented to the Board.

Once we receive the revised PCO, I will have discussions with FORPD and push to resolve.

Thanks,



Dave Fukui
Innovative Construction Services, Inc.
P – (916) 333-5701 F – (916) 313-3423 C – (916) 548-3911
www.icscm.com

From: Travis Nicholas <tnicholas@boboconstructioninc.com>
Sent: Wednesday, April 17, 2024 3:33 PM
To: Dave Fukui <Dave@icscm.com>
Cc: Juan Barraza <jbarraza@boboconstructioninc.com>
Subject: VPR Calendar Overhead

Hey Dave,

Went through and fine tuned the calendar day overhead amounts and here is what I have come up with based on the records I have. I can provide backup for these numbers and will but wanted to run it by you first before I started compiling all the information.

Thanks,

STAFF REPORT



Meeting Date: **July 17, 2024**

To: **Board of Directors**

From: **Michael J. Aho – District Administrator**

Subject: **Public Hearing and Adoption of Resolutions
Ordering Continuation of Assessments for
FY 2024-25 for the Fair Oaks Parks Maintenance
and Recreation Improvement District,
the Phoenix Field Landscape and Lighting
Assessment District, and the Gum Ranch
Landscaping and Lighting Assessment District**

I. Recommendation

1. Adopt Resolution No. 071724-01 Approving Engineer's Report, Confirming Diagram and Assessment, and Ordering Continuation of Assessments for Fiscal Year 2024-25 for the Parks Maintenance and Recreation Improvement District. (Attachment A)
2. Adopt Resolution No. 071724-02 Approving Engineer's Report, Confirming Diagram and Assessment, and Ordering Continuation of Assessments for Fiscal Year 2024-25 for the Phoenix Field Landscape and Lighting Assessment District. (Attachment B)
3. Adopt Resolution No. 071724-03 Approving Engineer's Report, Confirming Diagram and Assessment, and Ordering Continuation of Assessments for Fiscal Year 2024-25 for the Gum Ranch Landscaping and Lighting Assessment District. (Attachment C)

II. Background

The District currently has three assessment districts, as follows:

1. the Fair Oaks Parks Maintenance and Recreation Improvement District, an overlay district which serves all residents of the District and includes all properties located within the Park District boundaries with a FY 2024-25 levy of \$45.28 per single family equivalent benefit unit;

2. the Phoenix Field Landscape and Lighting District which serves properties in the Phoenix Field area and includes only properties located within the boundaries of the assessment district with a levy of \$154.58 per single family equivalent benefit unit;
3. the Gum Ranch Lighting and Landscape District which serves properties in the Gum Ranch area and includes only properties located within the boundaries of the assessment district with a FY 2024-25 levy of \$250.12 per single family equivalent benefit unit in Benefit Zone A and \$419.92 in Benefit Zone B.

III. Problem / Situation / Request

Staff is recommending the Board hold the Public Hearings and consider the approval of the resolutions that will approve the annual Engineer's Reports and Diagrams prepared by SCI Consulting Group, and will order the continuation of the assessments for the Fair Oaks Parks Maintenance and Recreation Improvement District, for the Phoenix Field Landscape and Lighting District for FY 2024-25, and for the Gum Ranch Lighting and Landscape District.

IV. Financial Analysis

The expected 2024-25 annual revenues from the Fair Oaks Parks Maintenance and Recreation Improvement District assessment is expected to be approximately \$627,886

The expected 2024-25 annual revenues from the Phoenix Field Landscape and Lighting Assessment District assessment is expected to be approximately \$56,614.

The expected 2024-25 annual revenues from the Gum Ranch Landscaping and Lighting Assessment District assessment is expected to be approximately \$103,830.

Respectfully Submitted,

Michael J. Aho
District Administrator

Attachment A: Resolution No. 071724-01 Fair Oaks Parks Maintenance and Recreation Improvement District

Attachment B: Resolution No. 071724-02 Phoenix Field Landscape and Lighting District

Attachment C: Resolution No. 071724-03 Gum Ranch Landscaping and Lighting District

RESOLUTION NO. 071724-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE FAIR OAKS RECREATION AND PARK DISTRICT**

**APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT AND
ORDERING THE CONTINUATION OF ASSESSMENTS FOR
FISCAL YEAR 2024-25
FOR THE PARKS MAINTENANCE & RECREATION IMPROVEMENT DISTRICT**

RESOLVED, by the Board of Directors of the Fair Oaks Recreation and Park District (the "Board"), County of Sacramento, State of California, that

WHEREAS, on March 23, 2000, by its Resolution No. 032300-1, this Board ordered the formation of and levied the first assessment within the Fair Oaks Recreation and Park District, Parks Maintenance & Recreation Improvement District (the "Assessment District") pursuant to the provisions of Article XIIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, the purpose of the Assessment District is for the installation, maintenance and servicing of improvements within the Fair Oaks Recreation and Park District, as described in the annual Engineer's Report; and

WHEREAS, on March 20, 2024, by its Resolution No. 032024-01, a Resolution Directing Preparation of the Engineer's Report for the Parks Maintenance and Recreation Improvement District of the Fair Oaks Recreation and Park District, this Board designated SCI Consulting Group as Engineer of Work and ordered said Engineer to make and file an Engineer's Report for the Parks Maintenance and Recreation Improvement District; in accordance with and pursuant to the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution; and

WHEREAS, on June 26, 2024, the Board adopted Resolution No. 061924-06, a Resolution Declaring Intention to Continue to Levy Assessments for Fiscal Year 2024-25, Preliminarily Approving Engineer's Report, and Providing for Notice of Hearing for the Parks Maintenance and Recreation Improvement District; and said resolution declared the intention to continue to levy and collect assessments for fiscal year 2024-25 upon certain real property within the boundaries of the Assessment District, at an assessment rate of \$45.28 per single family equivalent benefit unit, as described with more detail in the Engineer's Report; and

WHEREAS, the report was duly made and filed with the District Administrator and duly considered by this Board and found to be sufficient in every particular, whereupon

it was determined that the report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to the aforesaid resolution, and that July 17, 2024 at the hour of 6:00 p.m. was appointed as the time, and the Fair Oaks Water District, 10326 Fair Oaks Blvd, Fair Oaks, CA 95628, was appointed as the place for a hearing by this Board on the question of the levy of the proposed assessment and remote access was made available, notice of which hearing was given as required by law; and

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the continuation of the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof;

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, that:

1. The public interest, convenience and necessity require that the continuation of the levy be made.
2. The Parks Maintenance and Recreation Improvement District benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the Board, which map is made a part hereof by reference thereto.
3. The assessment is levied without regard to property valuation.
4. The Engineer's Report as a whole and each part thereof, to wit:
 - a. the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;
 - b. the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the Parks Maintenance and Recreation Improvement District; and
 - c. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Parks Maintenance and Recreation Improvement District in proportion to the estimated special benefits

to be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto are finally approved and confirmed.

5. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the report as hereinabove determined and ordered, is intended to and shall refer and apply to the report, or any portion thereof as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Board.
6. The continued assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2024-25 is hereby levied. For further particulars pursuant to the provisions of the Landscaping and Lighting Act of 1972, reference is hereby made to the Resolution Directing Preparation of Engineer's Report.
7. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, this Board expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively; (b) that the assessment is continued to be levied without regard to property valuation; and (c) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.
8. Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the District Administrator shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Sacramento. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Parks Maintenance and Recreation Improvement District of the Fair Oaks Recreation and Park District.

9. The moneys representing assessments collected by Sacramento County shall be deposited in the District Treasury to the credit of the improvement fund previously established under the distinctive designation of the Parks Maintenance and Recreation Improvement District. Moneys in the improvement fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.
10. The Board of Directors of the Fair Oaks Recreation and Park District hereby certifies that the assessments to be placed on the fiscal year 2024-25 property tax bills meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California Constitution.

PASSED AND ADOPTED this 17th day of July, 2024 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Ralph Carhart, Board Chair
Fair Oaks Recreation and Park District

Michael J. Aho, District Administrator
Fair Oaks Recreation and Park District



Fair Oaks Recreation & Park District

Parks Maintenance & Recreation Improvement District

Fiscal Year 2024-2025
July 2024
Engineer's Report

Pursuant to the Landscaping and Lighting Act of 1972
and Article XIID of the California Constitution



Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

(This Page Intentionally Left Blank)

Fair Oaks Recreation & Park District

Board of Directors

Ralph Carhart, Chair

Delinda Tamagni, Vice-Chair

John O'Farrell, Director

Raymond James Irwin, Director

Darren Mounts, Director

District Administrator

Michael J. Aho

District Legal Counsel

Gavin Ralphs

Engineer of Work

SCI Consulting Group

Lead Assessment Engineer, John Bliss, M.Eng., P.E.

Table of Contents

Introduction.....	1
Overview.....	1
Assessment Background.....	2
Assessment Process	2
Engineer's Report and Continuation of Assessments	3
Legal Analysis.....	3
Compliance with Current Law	5
Plans & Specifications	6
Estimate of Cost and Budget – Fiscal Year 2024-25.....	8
Introduction.....	8
Estimate of Annual Cost of Improvements	8
Method of Apportionment.....	11
Method of Apportionment.....	11
Discussion of Benefit	11
Benefit Factors	12
Benefit Finding	14
General versus Special Benefit	14
Calculating General Benefit.....	16
Zones of Benefit	18
Annual Cost Indexing.....	25
Duration of Assessment	25
Appeals and Interpretation	25
Assessment	26
Assessment Roll – Fiscal Year 2024-25.....	30
Assessment Diagram	31

LIST OF FIGURES

Figure 1 – District Parks and Facilities.....	1
Figure 2 – Estimate of Cost – Fiscal Year 2024-25	9
Figure 3 – Residential Assessment Factors	22
Figure 4 – Commercial/Industrial Assessment Factors.....	23
Figure 5 – Summary Cost Estimate – Fiscal Year 2024-25	26

Introduction

Overview

The Fair Oaks Recreation and Park District (the “Park District”) currently provides park facilities and recreational programs for its service area of over 12,500 parcels. The Park District currently owns, operates and/or maintains seven neighborhood parks, two community parks, and other recreational facilities dispersed throughout the Park District. The Park District’s parks and facilities are summarized as follows:

Figure 1 – District Parks and Facilities

Facility	Acres	Location
Bannister Park	9.95	Fair Oaks Blvd. & Bannister Rd.
Fair Oaks Park	29.52	Fair Oaks Blvd. & Madison Ave.
Miller Park	9.27	Sunset Ave. & Kenneth Ave.
Montview Park	5.14	Winding Way & Minnesota Ave.
Phoenix Park	61.95	Sunset Ave. & Runway Dr.
Village / Plaza Park	3.46	Fair Oaks Blvd. & California Ave.
Little Phoenix Park	0.95	Phoenix Ave. & Runway Dr.
Phoenix Enclave & Swale	1.01	Adjacent to former Filbert Ave.
Old Library	0.06	4200 Temescal Street
Vintage Woods	0.44	5304 Arbardee Drive
Grand Avenue Preschool	0.50	8090 Grand Ave. (Main St & Sierra St.)
Madison Place Park	0.83	5524 Cannes Way (Gum Ranch South)
Gum Ranch Park	3.92	Pending (Gum Ranch North)
Swallow Way Property	0.72	Pending (8851, 8855, 8859 Swallow Way)
Total Park Acres	127.72	

Source: Fair Oaks Recreation and Park District

Assessment Background

Prior to fiscal year 2000-01, the Park District experienced a revenue shortfall that was primarily due to escalating costs and limited revenues from other sources. In fact, in order to provide an acceptable level of park maintenance, the Park District had funded its revenue shortfall with reserve funds. Therefore, in absence of a new local revenue source, the baseline level of park and recreation facilities in the Park District would be a deteriorating level of maintenance and upkeep of the park and recreation facilities and properties listed above.

Due to this revenue shortfall and a lack of funding for capital improvement projects, in 2000 the Park District decided to ask property owners if they would support a special assessment for park maintenance and improvement. The Assessments fund a portion of the costs of the improvements and services described below that are provided throughout the Park District, extending above and beyond the baseline level of service and the likely elimination of services that would have been projected for future years in the Park District, absent the Assessments.

Assessment Process

In February and March of 2000, the Park District conducted an assessment ballot proceeding pursuant to the requirements of Article XIIIID of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Landscaping the Lighting Act of 1972. During this ballot proceeding, property owners in the Park District were provided with a notice and ballot for the proposed "Parks Maintenance and Recreation Improvement District" or the "Improvement District." A 45-day period was provided for balloting and a public hearing was conducted on March 23, 2000. At the public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted). The final balloting result was 58.1% weighted support from ballots returned.

As a result, the Board gained the authority to approve the levy of the assessments for fiscal year 2000-01 and to continue to levy them in future years. The authority granted by the ballot proceeding was for a maximum assessment rate of \$24 per single family home per year, increased each subsequent year by the Bay Area CPI (consumer price index) not to exceed 3% per annum. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

Engineer's Report and Continuation of Assessments

In each subsequent year for which the assessments will be continued, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board on March 20, 2024 by Resolution No. 032024-01.

This Engineer's Report ("Report") was prepared to establish the budget for the continued improvements and services ("Improvements") that would be funded by the proposed 2024-25 assessments and other revenue, determine the special benefits received by property from the Improvements and services within the Park District, and the method of assessment apportionment to lots and parcels within the Park District. Including the authorized annual adjustments, the maximum authorized assessment rate for fiscal year 2024-25 is \$45.28 per benefit unit. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the *California Streets and Highways Code* (the "Act") and Article XIIID of the California Constitution (the "Article").

If the Board approves this Report and the continuation of the assessments by resolution, a notice of public hearing must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for July 17, 2024. At this hearing, the Board would consider approval of a resolution confirming the continuation of the assessments for fiscal year 2024-25. If so confirmed and approved, the assessments would be submitted to the County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2024-25.

Legal Analysis

Proposition 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIIIC and XIIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which specially benefits the assessed property.

Proposition 218 describes a number of important requirements, including property-owner balloting, for the imposition, increase and extension of assessments, and these requirements are satisfied by the process used to establish this assessment.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA”). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

This Report has been re-evaluated in light of the SVTA decision and updated to be consistent with the decision. There have been a number of clarifications made to the analysis, findings and supporting text to ensure that the assessment complies with Proposition 218 as construed by SVTA.

Dahms v. Downtown Pomona Property

On June 8, 2009, the 4th Court of Appeals approved a benefit assessment for property in the downtown area of the City of Pomona in Dahms v. Downtown Pomona Property (“Dahms”). In *Dahms* the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided only to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon

On December 31, 2009, in Bonander v. Town of Tiburon (“Bonander”), the Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

Beutz v. County of Riverside

On May 26, 2010 the Court of Appeals overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego

On September 22, 2011, the Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal ("Greater Golden Hill"). This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the calculation of the assessment amount on city-owned parcels.

Compliance with Current Law

This Report is consistent with the SVTA decision and with the requirements of Article XIIIC and XIIID of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the Improvement District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Improvement District and such special benefits provide a direct advantage to property in the Improvement District that is not enjoyed by the public at large or other property.

This Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because, the improvements will directly benefit property in the Improvement District, and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and proportional special benefit to each property.

Plans & Specifications

The Act requires the Report to include “plans and specifications” that show and describe the existing and proposed “Improvements” (as defined at section 22525 of the Act) that will benefit the property in the Improvement District. The Fair Oaks Recreation and Park District maintains park facilities in locations throughout its boundaries.

The work and improvements (the “Improvements”) proposed to be undertaken by the Improvement District, and the cost thereof paid from the levy of the annual assessment, provide special benefit to Assessor Parcels within the Improvement District as defined in the Method of Assessment herein. The Improvements are described as follows:

Installation, Maintenance and Servicing of public parks, recreational facilities and improvements, including, but not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, drainage systems, public lighting facilities, fencing, entry monuments, basketball courts, tennis courts, playground equipment, signage, parking lots, other recreational facilities, and labor, materials, supplies, utilities, equipment and Incidental Expenses at each of the parks and facilities owned, operated or maintained by the Park District (collectively the “Improvements.”).

As applied herein, “Installation” means the construction of recreational improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities and public restrooms.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

“Servicing” means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the Improvement District plus Incidental expenses. Reference is made to the plans and specifications, including specific expenditure and improvement plans by park/recreation site, which are on file with the Park District.

The District has projected several capital improvement projects and capital repairs to be done during fiscal year 2024-25. For a complete list of capital improvement and repair projects please contact the District Administrator.

Estimate of Cost and Budget – Fiscal Year 2024-25

Introduction

The Act requires the Report to estimate the costs of the Improvements for the fiscal year, including estimates for the total costs for the Improvements for the year, the amount of any surplus or deficit to be carried over from a previous fiscal year, and the amount of funding contributions made from sources other than assessment revenue. After determining these amounts, the Report then must calculate the net amount to be assessed upon assessable lands within the District.

Estimate of Annual Cost of Improvements

The budget to be financed by the assessments is based on the original Report, which was partially based on the results of an independent survey conducted for the District, which indicated property owners' priorities for various improvement projects and park maintenance services. The annual Park District budget sets forth the particular scope of Improvements for the fiscal year, including both operation/maintenance work and capital improvement projects. Work and projects are included throughout the Park District in order to ensure that all properties in the Park District boundaries will receive special benefit from better maintained and improved parks and facilities in their area. The budget and capital improvement plan includes projects that will improve park and open space security by enhancing lighting; replace outdated playground equipment; enhanced maintenance of all parks and recreation areas to help ensure the continued beauty, usability, and accessibility of the Park District's parks, playfields, and recreation areas; develop playfields and youth oriented activity areas on undeveloped land owned by the Park District.

Figure 2 – Estimate of Cost – Fiscal Year 2024-25

Beginning Fund Balance July 1, 2024	\$0
Installation, Maintenance, Servicing & Administration¹	
Services and Supplies	\$1,375,923
Salaries and Benefits	\$2,589,829
Buildings and Structures	\$310,000
Other Charges-Tax/License and Assessments	\$4,200
Incidental Costs	
Engineering/Planning Services	\$15,780
Assessment Collection Services	\$7,140
Legal Notice Publication	<u>\$309</u>
Subtotal Incidental Costs	\$23,228
Totals for Installation, Maintenance, Servicing & Administration	
	\$4,303,180
Total Benefit of Improvements	
	\$4,303,180
Single Family Equivalent Units (SFEs)	13,867
Benefit Received per SFE Unit	\$310
Less:	
District Contribution from Other Sources for General Benefit ²	(\$1,764,304)
District Contribution from Other Sources toward Special Benefit ²	<u>(\$1,910,989)</u>
Total District Contribution from Other Sources	<u>(\$3,675,293)</u>
Net Cost of Installation, Maintenance, Servicing & Administration	
	\$627,887
Budget Allocation to Property	
Total Assessment Budget ³	\$627,887
Single Family Equivalent Benefit Units	13,867
Assessment per Single Family Equivalent Unit (SFE)⁴	\$45.28

Notes to Estimate of Cost:

1. The item Installation, Maintenance, Servicing and Administration would provide funding for enhanced maintenance of all parks and recreation facilities on a daily basis, seven days per week. Improvements would include mowing turf, trimming and caring for landscaping, fertilization and aeration of grounds and playfields, routine maintenance and safety inspections, painting, replacing/repairing broken or damaged equipment, trash removal and cleanup, irrigation and irrigation system maintenance, and other services as needed.
2. As determined in the following section, at least 41% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements of \$4,303,180 the District must contribute at least 41% or \$1,764,304 from sources other than the assessments. The District will actually contribute \$3,675,293 which is over 85%, and more than covers any general benefits from the Improvements.
3. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Improvement District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The Park District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.
4. All assessment amounts are rounded to the lower even penny per the requirements of the County.

Method of Apportionment

Method of Apportionment

This section of the Report explains the benefits to be derived from the Improvements to park facilities and District property throughout the Park District, and the methodology used to apportion the total assessment to properties within the Improvement District.

The Improvement District consists of all Assessor Parcels within the boundaries of the Park District. The method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the Improvement District or to the public at large. Special benefit is calculated for each parcel in the Improvement District using the following process:

1. Identification of all benefit factors derived from the Improvements
2. Calculation of the proportion of these benefits that are general
3. Determination of the relative special benefit within different areas within the Improvement District
4. Determination of the relative special benefit per property type
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes

Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to property. Any and all general benefit, including benefit that is indirect or derivative, must be funded from another source. This special benefit is received by property over and above any general benefits from the Improvements. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIIIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Finally, Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit (Art. XIID, sections 2(i) and 4(f)). The SVTA decision further clarifies that special benefits must provide a direct advantage to benefiting property and that proximity to a park is an example of a special benefit.

Benefit Factors

The special benefits from the Improvements are listed below:

Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the Improvement District, the residential, commercial and other benefiting properties in the Improvement District do not have large outdoor areas and green spaces. The parks in the Improvement District provide these larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the “NPRA”), neighborhood parks in urban areas have a service area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for neighborhood parks and neighborhood green spaces were specifically established to give all properties within these service radii close proximity and easy walking access to such public land areas. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the Improvements, and this advantage is not received by other properties or the public at large.

An analysis of the service radii for the Improvements finds that all properties in the Improvement District enjoy the distinct and direct advantage of being close and proximate to one or often multiple parks within the Improvement District. The benefiting properties in the Improvement District therefore uniquely and specially benefit from the Improvements.

Proximity to improved parks and recreational facilities

Only the specific properties within close proximity to the Improvements are included in the Improvement District. Therefore, property in the Improvement District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Improvement District do not share.

In absence of the assessments, the Improvements would not be provided and the parks and recreation areas in the Improvement District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Improvement District, they provide a direct advantage and special benefit to property in the Improvement District.

Access to improved parks, open space and recreational areas

Since the parcels in the Improvement District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved parks, open space and recreation areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Improvement District.

Improved Views

The Park District, by maintaining and improving the landscaping at its park and recreation facilities provides improved views to properties within close proximity and access to the Improvements. Properties in the Improvement District receive this direct advantage because they enjoy unique proximity and access to views of the Improvements. Therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Improvement District.

Benefit Finding

In summary, real property located within the boundaries of the Improvement District distinctly and directly benefits from closer proximity, access and views of improved parks, recreation facilities, open space, landscaped corridors, and other public resources funded by the Assessments. The Improvements are specifically designed to serve local properties in the Improvement District, not other properties or the public at large. The public at large and other properties outside the Improvement District receive only limited benefits from the Improvements because they do not have proximity, good access or views of the Improvements. These are special benefits to property in the Improvement District in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

General versus Special Benefit

Article XIIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}$$

There is no widely-accepted or statutory formula for determining general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In light of *Beutz v. County of Riverside* (2010) and *Golden Hill Neighborhood Association v. Park District of San Diego* (2011), the Park District has reevaluated the Proposition 218 requirement regarding special and general benefits. Proposition 218 requires an assessing agency to separate the general benefits from the special benefits of a public improvement or service, estimate the quantity of each in relation to the other, and limit the assessment amount to the portion of the improvement or service costs attributable to the special benefits. The courts in *Golden Hill* and *Beutz* determined that there usually will be some general benefit associated with a parks improvement project and park-related services because residents and others who don’t reside in the assessment district will use the parks at least to some degree. The separation and quantification of general and special benefits requires an apportionment of the cost of the service or improvement between the two benefit types and assessing assessment district property owners only for the portion of the cost representing special benefits to the assessment district property.

General benefits cannot be funded by assessment revenue. Rather, the funding must come from other sources. The Park District therefore has analyzed the quantity or extent to which the general public may reasonably be expected to use or benefit from the Park District parks and facilities in relation to the quantity or extent to which residents of the assessment district use and benefit from the parks and facilities.

In contrast to general benefit, special benefit is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, properties in the Improvement District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the majority of the benefits conferred to property is special, and a lesser benefit is received by property outside the Improvement District or the public at large.

Calculating General Benefit

In this section, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment. In analyzing general benefit, the District has focused on the benefits from the Improvements to property outside the Improvement District and to the public at large.

Benefit to Property Outside the Improvement District

Properties within the Improvement District receive almost all of the special benefits from the Improvements because properties in the Improvement District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the Improvement District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the Improvement District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

The properties outside the Improvement District and within the proximity radii for neighborhood parks in the Improvement District receive benefits from the Improvements. Since these properties are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is a form of general benefit to the public at large and other property. A 50% reduction factor is applied to these properties because they are all on only one side of the Improvements and properties in the Improvement District enjoy the advantage of over twice the average proximity to the Improvements. The general benefit to property outside of the Improvement District is calculated as follows with the parcel and data analysis performed by the assessment engineer.

Assumptions:

- 1,267 parcels outside the District but within 0.5 miles of a park within the Improvement District
- 12,500 parcels in the Improvement District
- 50% relative benefit compared to property within the Improvement District

Calculation of General Benefit to Property Outside the Improvement District:

$$1,267 / (12,500 + 1,267) * 0.5 = \mathbf{4.6\%}$$

Although it can reasonably be argued that Improvements inside, but near the Park District boundaries are offset by similar park and recreational improvements provided outside, but near the Park District's boundaries, we use the more conservative approach of finding that 4.6% of the Improvements are of general benefit to property outside the Improvement District.

Benefit To The Public At Large

Without data concerning all users of the Park District parks, facilities and programs (which is unavailable and too difficult and costly to obtain), it is difficult to determine the general benefit to the public at large. As one measure, the general benefit to the public can be estimated by the proportionate resident versus non-resident usage of the principal Park District programs. In the re-analysis of general benefit, the Park District staff evaluated available registration data. The Park District's parks and facilities are used regularly for recreation classes, lacrosse, Little League baseball, tennis, softball and basketball. These are some of the primary and most popular programs of the Park District and they provide a good representative sampling of parks and facilities usage. For each of these programs, the Park District maintains or has access to participant registration data, which includes each participant's residence address. Park District staff has evaluated that data in order to determine which participants reside within the Improvement District boundaries and which reside outside the Improvement District. This evaluation results in the following proportion of recent resident and non-resident usage:

Park Activities	Number of Participants	Percentage of Resident Participants	Percentage of Non-Resident Participants
Class Registrations	4,760	56%	44%
Soccer	1,100	75%	25%
FO LaCrosse	75	75%	25%
BV LaCrosse	60	65%	35%
Little League	500	70%	30%
Racquet Club	30	80%	20%
Adult Softball	2,900	20%	80%
Adult Basketball	250	30%	70%
Average Participants		59%	41%

Based on this data, the Park District concludes that 41% of the parks and facilities users are non-resident. The 41% amount then is a fair estimate of the general benefit to the public at large.

This data and analysis only includes park users participating in organized activities, leagues and classes, and no other “casual” park users. Previous research and field survey work indicates that casual park users are more likely to be local residents. If the parks usage by these casual participants was taken into account, the amount of general benefit would likely be significantly less than the 41% calculated above. Therefore, the 41% amount is a very conservative estimate of the general benefits.

Total General Benefits

The registration data shows that many of the non-resident users reside close to the Improvement District, and within the properties outside the Improvement District, and within the proximity radii for neighborhood parks as analyzed above. The Park District has determined that the 4.6% general benefit to property outside the Improvement District is encompassed within the 41% general benefit to the public at large. Therefore, the Park District concludes that 41% is a conservative and fair estimate of the overall general benefit from the Improvements.

The Park District’s total assessment budget for maintenance and improvement of its parks and recreational facilities is \$ \$4,303,180. Of this total budget amount, the Park District will contribute \$3,675,293 from other non-assessment revenue sources. This contribution by the Park District equates to approximately 85% of the total budget for the Improvements and constitutes more than the amount attributable to the general benefits from the Improvements.

Zones of Benefit

The boundaries of the Assessment District have been carefully drawn to include the properties in the Park District that are proximate to the proposed Improvements and that would materially benefit from the Improvements. The Assessment District is coterminous with the District boundaries. As the properties in the Park District have developed over time, regional and neighborhood parks have been strategically located throughout the community as it has been built out. Park size and location have been carefully incorporated into the design of the community, consistent with the NPRA guidelines. Now, with a mature community, all parcels in the Park District are located in close proximity to at least one park. It therefore is appropriate to provide a District-wide Assessment District because all parcels benefit similarly.

In SVTA, the court noted that a local agency-wide assessment district is appropriate under the right conditions:

“Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to a park) or receives

an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values)."

The court therefore acknowledged the appropriateness of a District-wide assessment so long as each parcel receives a direct advantage from the assessment-funded improvement or service. As demonstrated in this Report, in light of the small Park District size and dispersal of parks throughout the Park District, each parcel in the Assessment District receives a direct advantage and special benefit from the Improvements.

In the Assessment District, the advantage that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the Assessment. Therefore, the even spread of assessment throughout the narrowly drawn district is indeed consistent with the OSA decision. The benefits from the Improvements within the Assessment District do not vary further based on proximity of the parcels to the Improvements because the increased benefits of greater proximity to the Improvements are generally offset by a parallel increase in negative factors such as higher levels of traffic, noise, etc. that comes with increased proximity. Consequently, since all parcels in the Assessment District have good access and proximity to the Improvements and the benefits to relatively closer proximity are offset by other factors, additional proximity is not considered to be a factor in determining benefit within the Assessment District. Therefore, zones of benefit are not justified or needed within the Improvement District.

Method of Assessment

As previously discussed, the assessments provide specific improvements that confer direct and tangible special benefits to properties in the Improvement District. These benefits can partially be measured by the occupants on property in the Improvement District because such parcel population density is a measure of the relative benefit a parcel receives from the improvements. Therefore, the apportionment of benefit is partially based the population density of parcels.

It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.¹

After separating out the general benefits, the next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Report, all properties are designated a SFE value, which is each property’s relative benefit in relation to a single family home on one parcel. In this case, the “benchmark” property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment only for residential improved property was considered but was determined to be inappropriate because commercial, industrial and other property also receive direct benefits from the improvements.

¹ For example, in *Federal Construction Co. v. Ensign* (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: “Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city’s sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense.”

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So the potential population of employees or residents is a measure of the special benefits received by the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Finally, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property, or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the Park District's park and recreational facilities. In other words, the benefits derived by property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential, and its proximity to parks and recreational facilities. This method is further described below.

Residential Properties

Certain residential properties in the Improvement District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses, and town homes are included in this category of single family residential property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property, and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. The population density factors for the Park District, as depicted in the next figure, provide the basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the community of Fair Oaks from the 1990 Census (the most recent data available when the Improvement District was established) and dividing it by the total number of such households, finds that approximately 2.86 persons occupy each single family residence, whereas an average of 1.91 persons occupy each multi-family residence. Using the ratio of one SFE for each single-family residence, which equates to one SFE for every 2.86 persons, 0.67 SFE would equate to one multi-family unit or 0.67 SFE for every 1.91 residents. Likewise, each condominium unit receives 0.73 SFE and each mobile home receives 0.68 SFE.

Figure 3 – Residential Assessment Factors

	Total Population	Occupied Households	Persons per Household	SFE Factor
Single Family Residential	20,786	7,280	2.86	1.00
Condominium	1,456	700	2.08	0.73
Multi-Family Residential	4,239	2,215	1.91	0.67
Mobile Home on Separate Lot	27	14	1.93	0.68

Source: 1990 Census, Community of Fair Oaks.

The single family equivalency factor of 0.67 per dwelling unit for multifamily residential properties applies to such properties with 20 or fewer units. Properties in excess of 20 units typically offer on-site recreational amenities and other facilities that tend to offset some of the benefits provided by the improvements. Therefore the benefit for properties in excess of 20 units is determined to be 0.67 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

Commercial/Industrial Properties

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and commercial property. The SFE values for other types of business and industrial land uses are established by using average employee densities, because the special benefit factors described previously can be measured by the average number of people who work at commercial/industrial properties.

In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the “SANDAG Study”) are used because these findings were approved by the State Legislature for use in justifying commercial and industrial school facilities fees, and are considered to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial property is 24.

In comparison, the average number of people residing in a single family home in the area is 2.86. Since the average lot size for a single family home in Fair Oaks is approximately 0.30 acres, the average number of residents per acre of residential property is 9.53.

The employee density per acre is generally 2.50 times the population density of single-family residential property per acre (24 employees per acre / 9.53 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a property with 2.50 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 2.50 employees is the basis for allocating commercial/industrial benefit. The following Figure shows the average employees per acre of land area or portion thereof for commercial and industrial properties, and lists the relative SFE factors per quarter acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres.

Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial, or industrial rate.

Figure 4 – Commercial/Industrial Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees Per Acre	SFE Units per 1/4 Acre *
Commercial	24	0.86
Office	68	2.43
Shopping Center	24	0.86
Industrial	24	0.86
Self Storage or Parking Lot	1	0.04

Source: San Diego Association of Governments Traffic Generators Study.

* The SFE factors for commercial and industrial parcels are applied by the quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

Vacant Properties

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. As a general average, appraisers often use a factor of 25% to 30% of developed property value as land value. It is reasonable to assume, therefore, that approximately 25% of the benefits are related to the underlying land and 75% are related to the Improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.25 per parcel.

As properties are approved for development, their value also increases. Likewise, the special benefit received by vacant property increases as the property is approved for development, or becomes closer to being improved. When property is approved for development with a final map, the property has passed the final significant hurdle to development and can shortly undergo construction. Since the property is nearing the point of development, its special benefits increase. In addition, these properties are generally sold soon after completion of improvements, so the properties receive the additional benefit of desirability from prospective buyers due to the special benefits provided by proximity to improved parks and recreational facilities of the Park District. It is therefore determined that property with final map approval receives 50% of the relative benefit to improved property of similar use-type.

Other Properties

All properties that are specially benefited are assessed. Other publicly owned property that is used for purposes similar to private residential, commercial, industrial, or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers, or guests and have limited economic value. These miscellaneous parcels receive no benefit from the Improvements and are assessed an SFE benefit factor of 0.

Annual Cost Indexing

It should be noted that the maximum assessment rate within the Improvement District may increase in future years based on the annual change in the Northern California (San Francisco Bay Area) Consumer Price Index (the "CPI"), with a maximum annual adjustment not to exceed 3%. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

Duration of Assessment

It is proposed that the Assessment be levied for fiscal year 2000-01 and continued every year thereafter, so long as the parks and recreational areas need to be improved and maintained and the Park District requires funding from the Assessments for its Improvements in the Improvement District. As noted previously, the Assessment can continue to be levied annually after the Park District Board of Directors approves an annually updated Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

Appeals and Interpretation

Any property owner who claims that the assessment levied on its property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the District Administrator or her or his designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the District Administrator or his or her designee will promptly review the appeal and any information provided by the property owner. If the District Administrator or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the District Administrator or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the District Administrator, or her or his designee, shall be referred to the Board of Directors of the Park District and the decision of the Board of Directors shall be final.

Assessment

WHEREAS, the Board of Directors of the Fair Oaks Recreation and Park District by its Resolution No. 032024-01 adopted on March 20, 2024, ordered the initiation of the proceedings for the continuation of the Parks Maintenance and Recreation Improvement District Assessments for fiscal year 2024-25, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIIID of the California Constitution;

WHEREAS, the Resolution directed the undersigned Engineer of Work to prepare and file a report presenting a description of the Improvements, an estimate of the costs of the Improvements, a diagram for the Improvement District and an assessment of the estimated costs of the improvements upon all assessable parcels within the Improvement District, to which Resolution and the description of the proposed improvements therein contained, reference is hereby made for further particulars;

Now, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of the Fair Oaks Recreation and Park District, hereby make the following assessment to cover the portion of the estimated cost of the improvements, and the costs and expenses incidental thereto to be paid by the Improvement District.

The amount to be paid for the improvements and the expense incidental thereto, to be paid by the Improvement District for the fiscal year 2024-25 is generally as follows:

Figure 5 – Summary Cost Estimate – Fiscal Year 2024-25

Installation, Maintenance & Servicing Costs	\$4,279,952
Incidental Costs	\$23,228
TOTAL BUDGET	\$4,303,180
Less: Carry Over Balance from Prior Year	\$0
Less: District Contribution for Special & General Benefits	<u>(\$3,675,293)</u>
 NET AMOUNT TO ASSESSMENTS	 \$627,887
 Total Assessment Budget	 \$627,887
Total SFE Units	13,867
Assessment per SFE Unit	<u>\$45.28</u>

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Improvement District. The distinctive number of each parcel or lot of land in the Improvement District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the Improvement District, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

Property owners in the Improvement District approved in an assessment ballot proceeding in 2000 the initial fiscal year benefit assessment for special benefits to their property including the CPI adjustment schedule. As a result, the assessment may continue to be levied annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

The assessment is subject to an annual increase tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual increase not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2022 to December 2023 was 2.62% and the Unused CPI carried forward from the previous fiscal year is 3.70%. Therefore, the maximum authorized assessment rate for fiscal year 2024-25 is increased by 3.00% which equates to \$45.28 per single family equivalent benefit unit. The estimate of cost and budget in this Report proposes assessments for fiscal year 2024-25 at the rate of \$45.28, which is less than the maximum authorized assessment rate.

The assessment is made upon the parcels or lots of land within the Improvement District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Sacramento for the fiscal year 2024-25. For a more particular description of the parcels, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of Sacramento County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2024-25 for each parcel or lot of land within the Improvement District.

Dated: July 17, 2024

Engineer of Work

By

John W. Bliss, License No. C052091



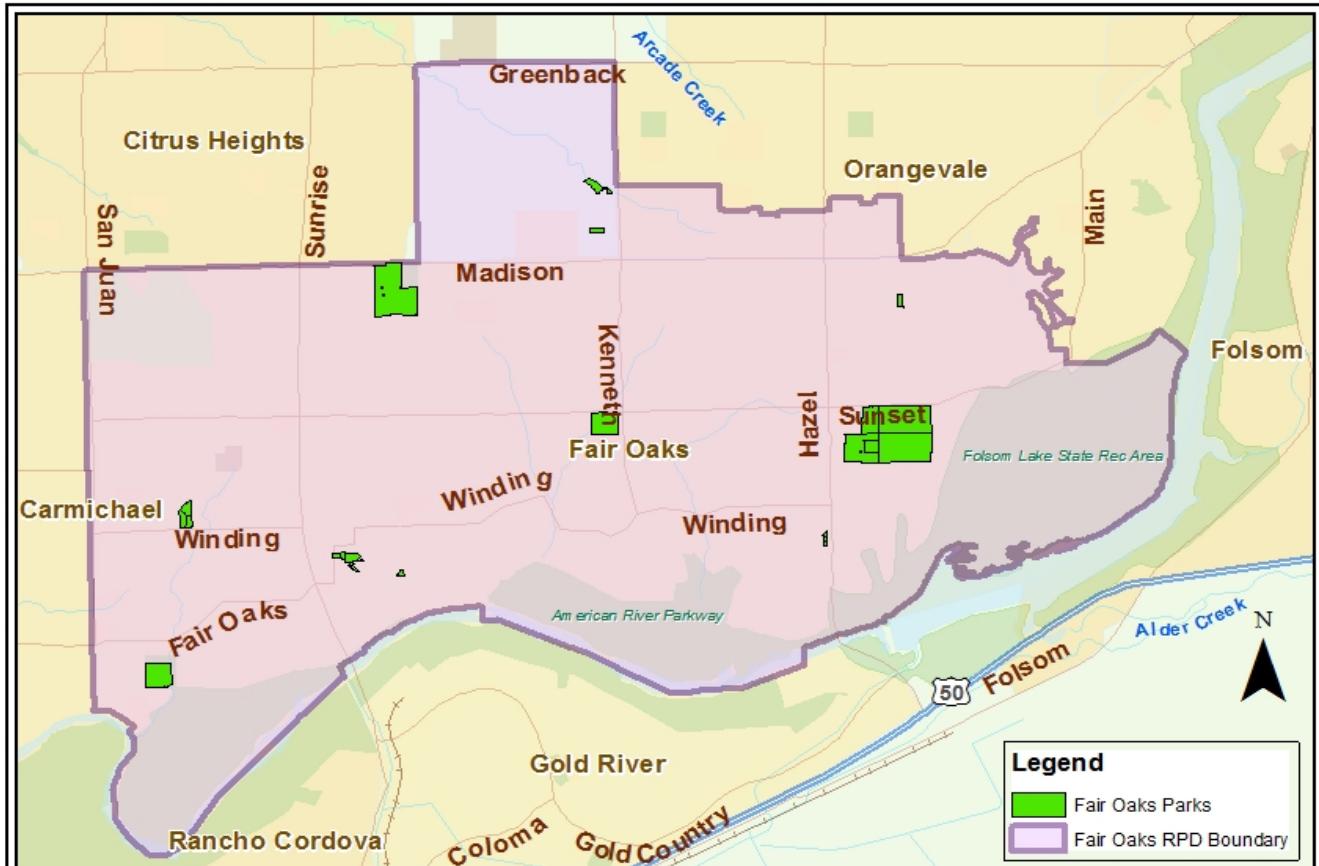
Assessment Roll – Fiscal Year 2024-25

An Assessment Roll (a listing of all parcels assessed within the Improvement District and the amount of the assessment) will be filed with the District Administrator and is, by reference, made part of this Report and is available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.

Assessment Diagram

An Assessment Roll (a listing of all parcels assessed within the Improvement District and the amount of the assessment) will be filed with the Park District General Manager and is, by reference, made part of this report and is available for public inspection during normal office hours at 4150 Temescal Street, Fair Oaks, CA 95628. Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern all details concerning the description of the lots or parcels.



FILED IN THE OFFICE OF THE DISTRICT ADMINISTRATOR OF THE FAIR OAKS RECREATION AND PARK DISTRICT, COUNTY OF SACRAMENTO, CALIFORNIA, THIS ____ DAY OF _____, 20____.

DISTRICT ADMINISTRATOR

RECORDED IN THE OFFICE OF THE DISTRICT ADMINISTRATOR OF THE FAIR OAKS RECREATION AND PARK DISTRICT, COUNTY OF SACRAMENTO, CALIFORNIA THIS ____ DAY OF _____, 20____.

DISTRICT ADMINISTRATOR

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF DIRECTORS OF THE FAIR OAKS RECREATION AND PARK DISTRICT ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE ____ DAY OF _____, 20____ FOR THE UPCOMING FISCAL YEAR AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF SACRAMENTO ON THE ____ DAY OF _____, 20____. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

DISTRICT ADMINISTRATOR

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF SACRAMENTO FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

**FAIR OAKS RECREATION & PARK DISTRICT
PARKS MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM**

PREPARED BY
SCI CONSULTING GROUP
4745 MANGELS BLVD
FAIRFIELD, CA 94534
707-430-4300

RESOLUTION NO. 071724-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE FAIR OAKS RECREATION AND PARK DISTRICT**

**APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT AND
ORDERING THE CONTINUATION OF ASSESSMENTS FOR
FISCAL YEAR 2024-25 FOR
THE PHOENIX FIELD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT**

RESOLVED, by the Board of Directors of the Fair Oaks Recreation and Park District (the "Board"), County of Sacramento, State of California, that

WHEREAS, on June 15, 1989, by its Resolution No. 61589-3, this Board ordered the formation of and levied the first assessment within the Fair Oaks Recreation and Park District, Phoenix Field Landscape and Lighting Assessment District (the "Assessment District") pursuant to the provisions of Article XIIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, the purpose of the Assessment District is for the installation, maintenance and servicing of improvements to the Fair Oaks Recreation and Park District, as described in the annual Engineer's Report; and

WHEREAS, on March 20, 2024, by its Resolution No. 032024-02, A Resolution Directing Preparation of Engineer's Report for the Phoenix Field Landscaping and Lighting Assessment District of the Fair Oaks Recreation and Park District, this Board designated SCI Consulting Group as Engineer of Work and ordered said Engineer to make and file an Engineer's Report for the Phoenix Field Landscaping and Lighting Assessment District in accordance with and pursuant to the Landscaping and Lighting Act of 1972;

WHEREAS, on June 26, 2024, the Board adopted Resolution No. 061924-07, a Resolution Declaring Intention to Continue to Levy Assessments for Fiscal Year 2024-25, Preliminarily Approving Engineer's Report, and Providing for Notice of Hearing for the Phoenix Field Landscape and Lighting Assessment District; and said resolution declared the intention to continue to levy and collect assessments for fiscal year 2024-25 upon certain real property within the boundaries of the Assessment District, at an assessment rate of \$154.58 per single family equivalent benefit unit, as described with more detail in the Engineer's Report; and

WHEREAS, the report was duly made and filed with the District Administrator and duly considered by this Board and found to be sufficient in every particular, whereupon it was determined that the report should stand as the Engineer's Report for all subsequent

proceedings under and pursuant to the aforesaid resolution, and that July 17, 2024 at the hour of 6:00 p.m. was appointed as the time, and the Fair Oaks Water District, 10326 Fair Oaks Blvd, Fair Oaks, CA 95628, was appointed as the place for a hearing by this Board on the question of the levy of the proposed assessment and remote access was made available, notice of which hearing was given as required by law; and

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the continuation of the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof;

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, that:

1. The public interest, convenience and necessity require that the continuation of the levy be made.
2. The Phoenix Field Landscaping and Lighting Assessment District benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the District Administrator, which map is made a part hereof by reference thereto.
3. The assessment is levied without regard to property valuation.
4. The Engineer's Report as a whole and each part thereof, to wit:
 - a. the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;
 - b. the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the Phoenix Field Landscaping and Lighting Assessment District; and
 - c. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Phoenix Field Landscaping and Lighting Assessment District in proportion to the estimated special benefits to

be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto are finally approved and confirmed.

5. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the report as hereinabove determined and ordered, is intended to and shall refer and apply to the report, or any portion thereof as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Board.
6. The continued assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2024-25 is hereby levied. For further particulars pursuant to the provisions of the Landscaping and Lighting Act of 1972, reference is hereby made to the Resolution Directing Preparation of Engineer's Report.
7. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, this Board expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively; (b) that the assessment is continued to be levied without regard to property valuation; and (c) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.
8. Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the District Administrator shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Sacramento. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Phoenix Field Landscaping and Lighting Assessment District of the Fair Oaks Recreation and Park District.

9. The moneys representing assessments collected by the Sacramento County shall be deposited in the District Treasury to the credit of the improvement fund previously established under the distinctive designation of the Phoenix Field Landscaping and Lighting Assessment District. Moneys in the improvement fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.
10. The Board of Directors of the Fair Oaks Recreation and Park District hereby certifies that the assessments to be placed on the fiscal year 2024-25 property tax bills meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California Constitution.

PASSED AND ADOPTED this 17th day of July, 2024, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Ralph Carhart, Board Chair
Fair Oaks Recreation and Park District

Michael J. Aho, District Administrator
Fair Oaks Recreation and Park District



Fair Oaks Recreation & Park District

Phoenix Field Landscape and Lighting Assessment District

Fiscal Year 2024-2025
July 2024
Engineer's Report

Pursuant to the Landscaping and Lighting Act of 1972
and Article XIID of the California Constitution



Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

(This Page Intentionally Left Blank)

Fair Oaks Recreation & Park District

Board of Directors

Ralph Carhart, Chair

Delinda Tamagni, Vice-Chair

John O'Farrell, Director

Raymond James Irwin, Director

Darren Mounts, Director

District Administrator

Michael J. Aho

District Legal Counsel

Gavin Ralphs

Engineer of Work

SCI Consulting Group

Lead Assessment Engineer, John Bliss, M.Eng., P.E.

Table of Contents

Introduction.....	1
Overview.....	1
Assessment Formation	1
Assessment Continuation.....	1
Legal Analysis.....	2
Plans and Specifications	5
Estimate of Cost – Fiscal Year 2024-25.....	7
Method of Apportionment.....	9
Method of Apportionment.....	9
Discussion of Benefit	9
Benefit Factors	11
General versus Special Benefit and Quantification of General Benefit	13
Method of Assessment.....	16
Duration of Assessment	16
Appeals and Interpretation	17
Assessment Statement.....	18
Assessment Diagram	20
Assessment Roll	21

LIST OF FIGURES

Figure 1 – Estimate of Cost of Improvements	7
Figure 2 – Budget Summary – Fiscal Year 2024-25.....	18

Introduction

Overview

The Fair Oaks Recreation and Park District (the "District") is an independent special district established in 1945. The District provides park and recreation services to an area encompassing over 12,500 parcels. The District is governed by an elected five-member Board of Directors (the "Board").

The Fair Oaks Recreation and Park District, Phoenix Field Landscape and Lighting Assessment District (the "Assessment District") provides funding for maintenance, servicing and improvements for a narrowly drawn area encompassing 373 parcels. The purpose of the Assessment District is to rehabilitate, improve, service and maintain the Little Phoenix Park, which covers 0.95 acres and is located at 9041 Phoenix Avenue, the Phoenix Enclave and Swale adjacent to former Filbert Avenue, and other perimeter landscape areas along Madison and Sunset Avenues as shown on the assessment diagram.

Assessment Formation

On June 15, 1989, the Fair Oaks Recreation and Park District Board of Directors ordered by Resolution No. 61589-3, the formation of, and levied the first assessment within, the Assessment District pursuant to the provisions of the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof).

Assessment Continuation

In each subsequent year for which the assessments will be continued, the Board must direct the preparation of an Engineer's Report ("Report"), budgets and continued assessments for the upcoming fiscal year. The Report also identifies future planned projects. After the Report is completed, the Board may preliminarily approve the Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board on March 20, 2024 by Resolution No. 032024-02.

This Report was prepared to establish the budget for the continued services that would be funded by the proposed 2024-25 continued assessments and to define the special benefits received from the Improvements (described below) by property within the Assessment District and the method of assessment apportionment to lots and parcels. This Report and the continued assessments have been made pursuant to the Act and Article XIID of the California Constitution (the "Article").

If the Board preliminarily approves this Report and the continuation of the assessments by resolution, a notice of the proposed assessment levies must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for July 17, 2024. At this hearing, the Board will consider approval of a resolution confirming the continuation of the assessments for fiscal year 2024-25. If so confirmed and approved, the assessments will be submitted to the County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2024-25.

Legal Analysis

Proposition 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIIIIC and XIIIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which specially benefits the assessed property.

Proposition 218 describes a number of important requirements, including property-owner balloting, for the imposition, increase and extension of assessments, and these requirements are satisfied by the process used to establish this assessment.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA"). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Assessment District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

Dahms v. Downtown Pomona Property

On June 8, 2009, the Court of Appeals approved a benefit assessment for property in the downtown area of the City of Pomona in Dahms v. Downtown Pomona Property ("Dahms"). In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon

On December 31, 2009, in Bonander v. Town of Tiburon ("Bonander"), the Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall proportional special benefits.

Beutz v. County of Riverside

On May 26, 2010 the Court of Appeal overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego

On September 22, 2011, the Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal ("Greater Golden Hill"). This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the calculation of the assessment amount on city-owned parcels.

Compliance with Current Law

This Report is consistent with the SVTA decision and with the requirements of Article XIIIIC and XIIID of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the Assessment District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Assessment District and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property.

This Report is consistent with *Beutz, Dahms* and *Greater Golden Hill* because, the improvements will directly benefit property in the Assessment District and the general benefits have been excluded from the Assessments. The Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall proportional special benefit to each property.

Plans and Specifications

The Park District owns and/or maintains certain facilities and improvements within the Phoenix Field Landscape and Lighting Assessment District, which funds part of the Park District's costs to operate, maintain and improve them. These facilities and improvements are shown on the assessment diagram, and can be described as follows:

- Little Phoenix Park: 0.95 acres of park and recreational facilities and landscape areas at the Little Phoenix Park, located at 9041 Phoenix Avenue, at the corner of Phoenix Avenue and Runway Drive. The list of the amenities at the Little Phoenix Field Park include: playground, walk paths, turf, trees, drinking fountain, bench, 2 garbage cans, etc.
- Landscape corridors and open space areas at the following locations (approximately 2.5 acres total):
 - Madison Avenue and Flyway Drive
 - Sunset Avenue and Runway Drive
 - Sunset Avenue and Enclave
 - Phoenix Enclave
 - Swale open space (Lot B)
 - Open space along east wall and Phoenix Field development

The Act requires the Report to include "plans and specifications" that show and describe the existing and proposed "Improvements" (as defined at section 22525 of the Act) proposed to be undertaken by the District, and the cost thereof paid from the levy of the annual assessment. The Improvements are described as follows:

Installation, Maintenance and Servicing of public facilities and improvements, including but not limited to, landscaping, sprinkler systems, park grounds, park facilities, landscape corridors, publicly owned trees, street frontages, playground equipment and picnic areas, and related labor, materials, supplies, utilities, equipment, and Incidental Expenses in and for Little Phoenix Park, the Phoenix Enclave and Swale sites, other landscape corridors and other Public Places in the Assessment District owned or maintained by the District. (Collectively the "Improvements").

"Installation" means the construction and installation of recreational improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, sidewalks and drainage, lights, and playground equipment.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

“Servicing” means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes if any pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the Assessment District plus Incidental Expenses.

The District has projected several improvement projects and capital repairs to be done during fiscal year 2024-25. For a complete list of capital improvement and repair projects please contact the District Administrator.

Estimate of Cost – Fiscal Year 2024-25

The Act requires the Report to estimate the costs of the Improvements for the fiscal year, including estimates for the total costs for the Improvements for the year, the amount of any surplus or deficit to be carried over from a previous fiscal year, and the amount of funding contributions made from sources other than assessment revenue. After determining these amounts, the Report then must calculate the net amount to be assessed upon assessable lands within the District. The table below shows the proposed estimate of cost for fiscal year 2024-25:

Figure 1 – Estimate of Cost of Improvements

Beginning Fund Balance July 1, 2024	\$0
Installation, Maintenance, Servicing and Administration	
Services and Supplies	\$78,536
Salaries and Benefits	\$12,000
Incidental Costs	
Engineering/Planning Services	\$1,000
Assessment Collection Services	\$234
Legal Notice Publication	\$230
Subtotal Incidental Costs	<u>\$1,464</u>
Totals for Installation, Maintenance, Servicing and Administration	\$92,000
Total Benefit of Improvements	
Single Family Equivalent Units (SFEs)	366
Benefit Received per SFE Unit	\$251
Less:	
District Contribution from Other Sources for General Benefit ¹	(\$4,600)
District Contribution from Other Sources toward Special Benefit ¹	<u>(\$30,785)</u>
Total District Contribution from Other Sources	(\$35,385)
Net Cost of Installation, Maintenance, Servicing and Administration	\$56,615
Budget Allocation to Property	
Total Assessment Budget ²	\$56,615
Single Family Equivalent Benefit Units	366
Assessment per Single Family Equivalent Unit³	\$154.58

Notes to Estimate of Cost:

1. As determined in the following section, at least 5% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements of \$92,000, the District must contribute at least 5% or \$4,600 from sources other than the assessments. The District will contribute \$35,385 which is slightly over 38%, and more than covers any general benefits from the Improvements.
2. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Assessment District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The Park District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.
3. All assessments are rounded to lower even penny, so the budget amount may slightly differ from the assessment rate.

Method of Apportionment

Method of Apportionment

This section of the Report includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the Improvements throughout the Assessment District, and the methodology used to apportion the total assessment to land uses within the Assessment District.

The Assessment District consists of all Assessor Parcels within the boundaries of the Phoenix Field Landscape and Lighting Assessment District as defined by the Assessment Diagram shown in this report and the Assessor Parcel Numbers listed within the included levy roll. The parcels include all privately or publicly owned parcels within the boundaries. The method used for apportioning the total assessment is based upon the proportional special benefits to be derived by the properties in the Assessment District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the Improvements or a property owner's specific demographic status. With reference to the requirements for assessments, Section 22573 of the Act states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIIIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must reasonably exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential and other lots and parcels resulting from the installation, maintenance and servicing of the Improvements to be provided with the assessment proceeds. These categories of special benefit are summarized as follows:

- Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
- Proximity and access to improved parks and recreational facilities.
- Improved views.

In this case, the recent the SVTA decision provides enhanced clarity to the definitions of special benefits to properties in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed above further strengthen the basis of these assessments.

Benefit Factors

The special benefits from the Improvements are further detailed below:

Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the Assessment District, the residential and other benefiting properties in the Assessment District do not have large outdoor areas and green spaces. The park in the Assessment District provides these larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the “NPRA”), neighborhood parks in urban areas have a service area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for neighborhood parks and neighborhood green spaces were specifically established to give all properties within this service radius close proximity and easy walking access to such public land areas. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the Improvements, and this advantage is not received by other properties or the public at large.

Moreover, Little Phoenix Park does not provide a restroom or parking lot. Such public amenities were specifically excluded from neighborhood parks because neighborhood parks are designed to be an extension of usable land area specifically for properties in close proximity, and not the public at large or other non-proximate property. The occupants of proximate property do not need to drive to their local park and do not need restroom facilities because they can easily reach their local neighborhood park and can use their own restroom facilities as needed. This is further tangible evidence of the effective extension of land area provided by the Improvements to proximate parcels in the Assessment District and the unique direct advantage the proximate parcels receive from the Improvements.

An analysis of the service radii for the Improvements finds that all properties in the Assessment District enjoy the distinct and direct advantage of being close and proximate to Little Phoenix Park. The benefiting properties in the Assessment District therefore uniquely and specially benefit from the Improvements.

Proximity and access to improved parks and recreational facilities

Only the specific properties within close proximity to the Improvements are included in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Assessment District do not share.

In absence of the assessments, the Improvements would not be provided and the Little Phoenix Park and recreation areas in the Assessment District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Assessment District, they provide a direct advantage and special benefit to property in the Assessment District.

Since the parcels in the Assessment District enjoy close access to the Improvements, they directly benefit from this unique close access to improved park and recreation areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Assessment District.

Improved Views

The District, by maintaining the landscaping at Little Phoenix Park and the Enclave, swale site and landscape corridors provides improved views and open space buffers to properties in the Assessment District. The properties in the Assessment District enjoy close and unique proximity, access and views of the Improvements; therefore, the improved and protected views and open space buffers provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Assessment District.

General versus Special Benefit and Quantification of General Benefit

In light of *Beutz v. County of Riverside* (2010) and *Golden Hill Neighborhood Association v. City of San Diego* (2011), the District has reevaluated the Proposition 218 requirement regarding special and general benefits. Proposition 218 requires an assessing agency to separate the general benefits from the special benefits of a public improvement or service, estimate the quantity of each in relation to the other, and limit the assessment amount to the portion of the improvement or service costs attributable to the special benefits. The courts in Golden Hill and Beutz determined that there usually will be some general benefit associated with a parks improvement project and park-related services, because residents and others who don't reside in the assessment district probably will use the parks at least to some degree. The separation and quantification of general and special benefits requires an apportionment of the cost of the service or improvement between the two benefit types, and assessing assessment district property owners only for the portion of the cost representing special benefits to the assessment district property. General benefits cannot be funded by assessment revenue. Rather, the funding must come from other sources. The District therefore has analyzed the quantity or extent to which the general public may reasonably be expected to use or benefit from the park and landscape areas, in relation to the quantity or extent to which residents of the assessment district use and benefit from the parks and landscape areas.

Although the park and landscape areas may be available to the general public at large, they have been specifically designed, located and created to provide additional and improved public resources for property inside the Assessment District, and not the public at large. Other properties that are outside the Assessment District do not enjoy the unique proximity, access, views, open space and other special benefit factors described previously. The Improvements are of special benefit to properties located within the Assessment District because they provide a direct advantage to properties in the Assessment District that would not be provided in absence of the assessments. The Assessment District allows the District to provide its park and recreation Improvements to the Little Phoenix Park at a much higher level than what otherwise would be provided in absence of the Assessments. Moreover, in absence of the Assessments, no other agency would provide the Improvements nor would the District, because it does not have alternative available funds to provide the Improvements.

All of the Assessment proceeds derived from the Assessment District will be utilized to fund the cost of providing a level of tangible "special benefits" in the form of proximate parks, recreation facilities, landscaped corridors, project entrances, signs, walkways, parks, and other improvements and costs incidental to providing the Improvements and collecting the Assessments.

Although these Improvements may be available to the general public at large, Little Phoenix Park and the other landscape and open space in the Assessment District were specifically designed, located and created to provide additional and improved public resources for the direct advantage of property inside the Assessment District, and not the public at large. Other properties that are outside the Assessment District do not enjoy the unique proximity, access, views and other special benefit factors described previously.

These Improvements are of special benefit to properties located within the Assessment District because they provide a direct advantage to properties in the Assessment District that would not be provided in absence of the Assessments. Without the Assessments, the Little Phoenix Park and other landscape and open space areas within the Assessment District might be closed and turn into brown, unmaintained and unusable lands. If this happened, it would create a significant and material negative impact on the desirability, utility and value of property in the Assessment District. If Assessments were not collected and the Little Phoenix Park and other areas were closed and not maintained as a result, properties in the Assessment District may decline in desirability, utility and value.

Special Note Regarding General Benefit and the SVTA Decision:

There is no widely-accepted or statutory formula for calculating general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA decision provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In the re-analysis of general benefit, the District determined that there are several attributes and features relating to the park and landscaped areas that discourage and limit use by persons who do not reside near the parks and landscape areas: there are no bathrooms; there are no parking lots; the areas are small; the areas are designed for passive use and short duration of use (e.g. less than one hour); there are no ball fields for organized sports teams and play; the areas are not located on major streets; the park is hard to find and not a destination park; and, the Enclave, swale and corridor areas are inaccessible and unusable areas. For similar reasons, these attributes and features make the park and landscape areas much more usable by those who reside within close walking distance.

District staff persons over the years have observed the patterns of usage of Little Phoenix Parks and the persons who use that area. Based on these observations, the District has determined that the vast majority of the persons who use these areas reside in close proximity, that it is extremely rare for someone to drive to, park at and use these areas, and that it is extremely rare for someone to walk to these areas from outside the District. The vast majority of users reside in the Assessment District. However, there are some users who reside in the nearby areas to the west and east of the park, just outside the Assessment District. Based on these observations and the park/landscape area attributes and features that discourage and limit use by persons outside the Assessment District, the District has determined that approximately 5% of the persons who use Little Phoenix Park walk or drive to the area from outside the Assessment District.

Regarding the Enclave, swale and landscape areas shown on the assessment diagram, the areas are inaccessible and unusable. The areas provide open space and site view benefits for the property owner residents and property owners in the Assessment District. The areas also receive storm drainage runoff from Assessment District properties and therefore provide important storm drainage service to the Assessment District parcels. There are two small landscape corridor portions along Sunset Avenue and Madison Avenue. Driver and pedestrian passersby do enjoy some small benefit from the open space and view attributes of the adjacent landscape corridors along those streets. It is difficult to estimate and quantify this general benefit. The Sunset and Madison landscape corridors are small and thin, they are a small portion of the overall park and open space areas funded by the Assessment District and the benefits to passersby from the corridor areas are small relative to the open space, view and storm drainage benefits to Assessment District property owners and residents. In light of these factors, the District has determined that approximately 5% of the Enclave, swale and landscape areas benefit non-Assessment District passersby and constitute general benefit.

With 5% of Little Phoenix Park usage by non-Assessment District residents and 5% benefit from the Enclave, swale and landscape areas to non-Assessment District residents, the District next must determine the overall percentage of use and benefit attributable to the general benefit. It is difficult to calculate or reconcile the overall general benefit from these percentages; therefore, the District has determined that the most appropriate calculation is to average the two. In averaging the percentages, the District estimates and determines that the overall general benefit from the Improvements is 5%. The budget on page 6 shows that the amount and portion of District funding of the Improvement costs from sources other than assessment revenue exceeds 5%.

The Assessment District's total assessment budget for maintenance and improvement of the Little Phoenix Park, the Enclave, swale and landscape areas and corridors is \$92,000. Of this total budget amount, the District will utilize \$35,385 from sources other than the assessments for the Improvements. This payment by the District equates to approximately 38.4% of the total budget for the Improvements, which is greater than the amount attributable to the general benefits from the Improvements.

Method of Assessment

After separating out the general benefits, the next step in apportioning assessments is to estimate the relative special benefit for each type of property. In other words, this step determines the proportion of the special benefit conferred on the various land uses within the boundaries of the Assessment District so that each parcel of land is assessed according to its land use. Each parcel of land is therefore assessed according to its level of special benefit received. As all of the parcels of land within the boundaries are designated as single family use, except for the Park itself and the perimeter landscape properties, all parcels are determined to be benefited equally and are assigned 1 SFE or Single Family Equivalence unit.

Duration of Assessment

It is proposed that the Assessment be levied for fiscal year 1989-90 and continued every year thereafter, so long as the Little Phoenix Park and recreational areas need to be improved and maintained, and the Fair Oaks Recreation and Park District requires funding from the Assessments for its continued Improvements in the Assessment District. As noted previously, the Assessment can continue to be levied annually after the Fair Oaks Recreation and Park District Board of Directors approves an annually updated Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

Appeals and Interpretation

Any property owner who claims that the assessment levied on its property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the District Administrator or her or his designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the District Administrator or his or her designee will promptly review the appeal and any information provided by the property owner. If the District Administrator or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the District Administrator or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the District Administrator, or her or his designee, shall be referred to the Board of Directors of the Fair Oaks Recreation and Park District and the decision of the Board of Directors of the Fair Oaks Recreation and Park District shall be final.

Assessment Statement

WHEREAS, on March 20, 2024 the Board of Directors (the "Board") of the Fair Oaks Recreation and Park District (the "District") adopted its Resolution No. 032024-02 initiating proceedings for the continuation of assessments within the Assessment District for the Fair Oaks Recreation and Park District, Phoenix Field, County of Sacramento, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIIID of the California Constitution (collectively "the Act"), and to proceed with the proposed levy of assessments;

WHEREAS, the Resolution directed the undersigned Engineer of Work to prepare and file a report presenting a description of the Improvements, an estimate of the costs of the Improvements, a diagram for the assessment district and an assessment of the estimated costs of the improvements upon all assessable parcels within the assessment district, to which Resolution and the description of the proposed improvements therein contained, reference is hereby made for further particulars;

Now, THEREFORE, the undersigned, by virtue of the power vested in me under the Act and the order of the Board of the Fair Oaks Recreation and Park District, hereby make the following assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the assessment district.

The amount of the costs of the Improvements and the related incidental expenses to be paid by the Assessment District for the fiscal year 2024-25 is as follows:

Figure 2 – Budget Summary – Fiscal Year 2024-25

Installation, Maintenance, Servicing & Administration Costs	\$90,536
Incidental Costs	\$1,464
TOTAL BUDGET	\$92,000
Less: Carry Over Balance from Prior Year	\$0
Less: District Contribution for Special & General Benefits	(\$35,385)
NET AMOUNT TO ASSESSMENTS	\$56,615
 Total Assessment Budget	 \$56,615
Total SFE Units	366
Assessment per SFE Unit	\$154.58

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Assessment District. The distinctive number of each parcel or lot of land in the Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment in the Report.

The assessment is made upon the parcels or lots of land within the Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements. The Assessment District's assessment rate for fiscal year 2024-25 remains unchanged as it was established in 1989, at \$154.58 per single family equivalent (SFE) benefit unit.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Sacramento for the fiscal year 2024-25. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2024-25 for each parcel or lot of land within the Assessment District.

Dated: July 17, 2024

Engineer of Work

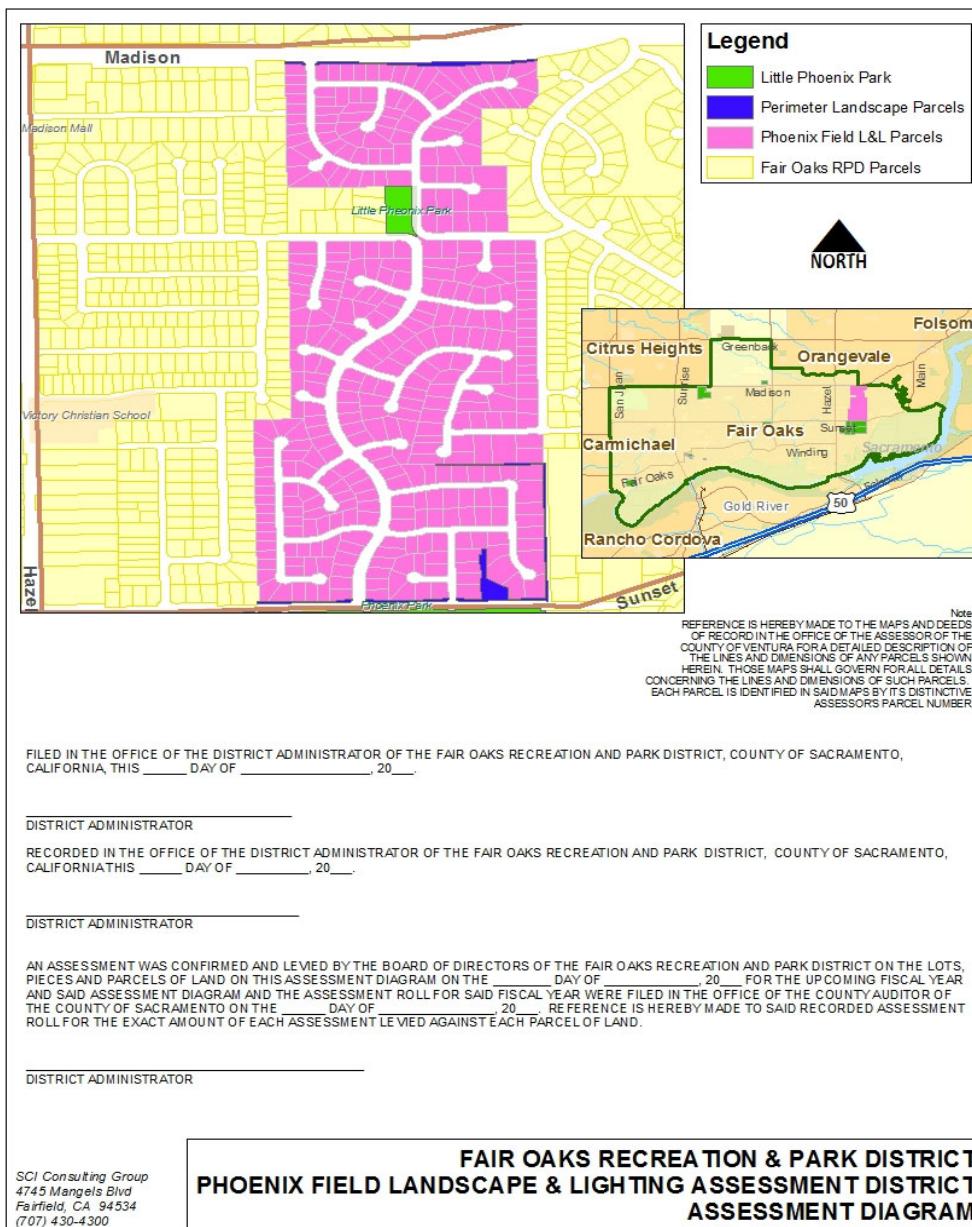


By _____

John W. Bliss, License No. C052091

Assessment Diagram

The following page displays the Assessment Diagram of the Phoenix Field Landscape and Lighting Assessment District. The diagram shows all of the parcels of real property within this Assessment District. Reference is hereby made to the maps and deeds of record in the office of the Assessor of the County of Sacramento for a detailed description of the lines and dimensions of any parcels shown herein. Those maps shall govern for all details concerning the lines and dimensions of such parcels. Each parcel is identified in the maps by its distinctive Assessor's Parcel Number.



Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the Improvement District and the amount of the assessment) will be filed with the Park District General Manager and is, by reference, made part of this report and is available for public inspection during normal office hours at 4150 Temescal Street, Fair Oaks, CA 95628. Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern all details concerning the description of the lots or parcels.

RESOLUTION NO. 071724-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE FAIR OAKS RECREATION AND PARK DISTRICT**

**APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT AND
ORDERING THE CONTINUATION OF ASSESSMENTS FOR
FISCAL YEAR 2024-25
FOR THE GUM RANCH LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT**

RESOLVED, by the Board of Directors of the Fair Oaks Recreation and Park District (the "Board"), County of Sacramento, State of California, that

WHEREAS, on July 20, 2006, by its Resolution No. 072006-02, this Board ordered the formation of the Gum Ranch Landscaping and Lighting Assessment District (the "Assessment District") within the Fair Oaks Recreation and Park District Gum Ranch property, pursuant to the provisions of Article XIIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof)); and

WHEREAS, the purpose of the Assessment District is for the installation, maintenance and servicing of improvements within the Fair Oaks Recreation and Park District, as described in the annual Engineer's Report; and

WHEREAS, on March 20, 2024, by its Resolution No. 032024-03, a Resolution Directing Preparation of the Engineer's Report for the Gum Ranch Landscaping and Lighting Assessment District of the Fair Oaks Recreation and Park District, this Board designated SCI Consulting Group as Engineer of Work and ordered said Engineer to make and file an Engineer's Report for the Gum Ranch Landscaping and Lighting Assessment District; in accordance with and pursuant to the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution; and

WHEREAS, on June 26, 2024, the Board adopted Resolution No. 061924-08, a Resolution Declaring Intention to Continue to Levy Assessments for Fiscal Year 2024-25, Preliminarily Approving Engineer's Report, and Providing for Notice of Hearing for the Gum Ranch Landscaping and Lighting Assessment District; and said resolution declared the intention to continue to levy and collect assessments for fiscal year 2024-25 upon certain real property within the boundaries of the Assessment District, at an assessment rate of \$250.12 per single family equivalent benefit unit in Benefit Zone A and \$419.92 in Benefit Zone B, as described with more detail in the Engineer's Report; and

WHEREAS, the report was duly made and filed with the District Administrator and duly considered by this Board and found to be sufficient in every particular, whereupon

it was determined that the report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to the aforesaid resolution, and that July 17, 2024 at the hour of 6:00 p.m. was appointed as the time, and the Fair Oaks Water District, 10326 Fair Oaks Blvd, Fair Oaks, CA 95628, was appointed as the place for a hearing by this Board on the question of the levy of the proposed assessment and remote access was made available, notice of which hearing was given as required by law; and

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the continuation of the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof;

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, that:

1. The public interest, convenience and necessity require that the continuation of the levy be made.
2. The Gum Ranch Landscaping and Lighting Assessment District benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the Board, which map is made a part hereof by reference thereto.
3. The assessment is levied without regard to property valuation.
4. The Engineer's Report as a whole and each part thereof, to wit:
 - a. the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;
 - b. the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the Gum Ranch Landscaping and Lighting Assessment District; and
 - c. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Gum Ranch Landscaping and Lighting Assessment District in proportion to the estimated special benefits to

be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto are finally approved and confirmed.

5. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the report as hereinabove determined and ordered, is intended to and shall refer and apply to the report, or any portion thereof as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Board.
6. The continued assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2024-25 is hereby levied. For further particulars pursuant to the provisions of the Landscaping and Lighting Act of 1972, reference is hereby made to the Resolution Directing Preparation of Engineer's Report.
7. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, this Board expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively; (b) that the assessment is continued to be levied without regard to property valuation; and (c) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.
8. Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the District Administrator shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Sacramento. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Gum Ranch Landscaping and Lighting Assessment District of the Fair Oaks Recreation and Park District.
9. The moneys representing assessments collected by Sacramento County

shall be deposited in the District Treasury to the credit of the improvement fund previously established under the distinctive designation of the Gum Ranch Landscaping and Lighting Assessment District. Moneys in the improvement fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.

10. The Board of Directors of the Fair Oaks Recreation and Park District hereby certifies that the assessments to be placed on the fiscal year 2024-25 property tax bills meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California Constitution.

PASSED AND ADOPTED this 17th day of July, 2024 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Ralph Carhart, Board Chair
Fair Oaks Recreation and Park District

Michael J. Aho, District Administrator
Fair Oaks Recreation and Park District



Fair Oaks Recreation & Park District

Gum Ranch Landscaping and Lighting Assessment District

Fiscal Year 2024-2025
July 2024
Engineer's Report

Pursuant to the Landscaping and Lighting Act of 1972
and Article XIID of the California Constitution



Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

(This Page Intentionally Left Blank)

Fair Oaks Recreation & Park District

Board of Directors

Ralph Carhart, Chair

Delinda Tamagni, Vice-Chair

John O'Farrell, Director

Raymond James Irwin, Director

Darren Mounts, Director

District Administrator

Michael J. Aho

District Legal

Counsel Gavin Ralphs

Engineer of Work

SCI Consulting Group

Lead Assessment Engineer, John Bliss, M.Eng., P.E.

Table of Contents

Table of Contents	ii
Introduction.....	1
Overview.....	1
Assessment Formation	1
Assessment Continuation.....	4
Legal Analysis.....	4
Plans & Specifications	7
Estimate of Cost – Fiscal Year 2024-25.....	9
Method of Apportionment.....	12
Method of Apportionment.....	12
Discussion of Benefit	12
Benefit Factors	13
General versus Special Benefit and Quantification of General Benefit	16
Zones of Benefit	19
Method of Assessment.....	20
Annual Cost Indexing.....	24
Duration of Assessment	25
Appeals and Interpretation	25
Assessment	26
Assessment Diagram	30
Assessment Roll – Fiscal Year 2024-25.....	31

LIST OF FIGURES

Figure 1 – Gum Ranch L&L Assessment District Estimate of Cost	10
Figure 2 – Residential Density and Assessment Factors.....	22
Figure 3 – Commercial/Industrial Assessment Factors.....	23
Figure 4 – Summary Cost Estimates – Fiscal Year 2024-25.....	27

Introduction

Overview

The Fair Oaks Recreation and Park District (the "Park District") is an independent special district established in 1945. The District provides park and recreation services to an area encompassing over 12,500 parcels. The District is governed by an elected five-member Board of Directors (the "Board").

The Fair Oaks Recreation and Park District, Gum Ranch Landscaping and Lighting Assessment District (the "Assessment District") provides funding for maintenance, servicing and improvements for a narrowly drawn area known as Gum Ranch. The purpose of the Assessment District is to maintain, service and improve Madison Place Park that covers an area of approximately 0.83 acres, located at 5524 Cannes Way as shown on the assessment diagram. The Assessment District will also provide the maintenance, servicing, and improvements of the Gum Ranch Park, which will cover an area of approximately 3.92 acres, generally located west of Kenneth Avenue and just south of Arcade Creek, after the developer conveys the completed Gum Ranch Park to the Park District.

Assessment Formation

The formation of the Gum Ranch Landscaping and Lighting Assessment District (the "Assessment District") within the Fair Oaks Recreation and Park District was completed in 2006 for the purpose of providing funding for the maintenance and improvement of the landscaping, street lighting, and neighborhood park facilities to benefit the properties in the Gum Ranch subdivision that forms the Assessment District. The Gum Ranch subdivision is the combination of two original parcels (assessor parcel numbers 249-0020-004-0000 and 249-0020-005-0000) forming an inverted "L" shape, with an approximate area of 107 acres. The Gum Ranch subdivision is located in Fair Oaks at the northwest intersection of Kenneth Avenue and Madison Avenue.

At the time of the Assessment District formation in 2006, the Gum Ranch subdivision was originally planned for two developments or groups of homes. The larger area to the north (Gum Ranch North development) was planned to have 251 single family residences, and the smaller southern portion (Gum Ranch South development) would have 89 single family residences. The Assessment District formation described in this Engineer's Report resulted from agreements or conditions of development approval between the Fair Oaks Recreation and Park District and the two property owners as of year 2006, Irving & Claudia Gum (Baker-Williams Engineering Group), and City View Gum Ranch (Dunmore Communities), whereby the Park District and property owners agreed on landscape corridors and bike-pedestrian landscaping abutting the properties to reduce the visual impact of buildings on the properties and to enhance public views and resources, lighting to enhance public safety and security, and neighborhood park maintenance to improve the appeal of the Gum Ranch subdivision and recreational amenities available to the property in the Assessment District.

In 2006, per direction of the Board of Directors of the Fair Oaks Recreation and Park District, SCI Consulting Group prepared an Engineer's Report ("Report") to establish the budget for the services that would be funded by the proposed assessments, and to determine the benefits received by property within the Assessment District from the maintenance and improvements, and the method of assessment apportionment to lots and parcels. This Report and the proposed assessments were made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIID of the California Constitution (the "Article").

Following submittal of the Engineer's Report to the Fair Oaks Recreation and Park District Board of Directors (the "Board"), the Board adopted Resolution No. 062206-07 in June 22, 2006, preliminarily approving the Report, calling for an assessment ballot proceeding and providing notice of Public Hearing on the proposed establishment of assessments for the improvements.

At the public hearing held on July 20, 2006 it was determined that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (weighted by the proportional financial obligation of the property for which ballots are submitted), and therefore the Board took action to form the Assessment District and approve the levy of the assessments for fiscal year 2006-07 (however, the Board decided not to levy the assessments for fiscal year 2006-07 since the installation of the park improvement had not yet started). As a result, the Board gained the authority to approve the levy of the assessments for fiscal year 2006-07 and future years. The authority granted by the ballot proceeding was for a maximum assessment rate of \$154.58 per Single Family Equivalent unit (SFE), increased each subsequent year by the Bay Area CPI (consumer price index) not to exceed 3% per annum. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

In 2020, the District had the opportunity to include in this assessment the servicing, maintenance and improvements for two additional parcels (approximately 16 acres) in the northeast corner of the Assessment District (referred to as the “New Service Area” throughout this Report) that would be conveyed to the Park District as open space and a passive recreation area. The New Service Area is shown on the assessment diagram included in this Report. The Park District therefore conducted a mailed ballot proceeding to increase the assessment levied and collected by the Assessment District (i.e., an increase above the cost-of-living adjustment authorized by the 2006 Assessment District approval) and form a new Zone of Benefit within the Assessment District to fund the servicing, maintenance and improvements of the New Service Area.

The proposed increased assessment, to be levied and collected only within the new Zone of Benefit, passed with an approval rate of 98.91%, and the increased assessment was ordered to be levied by the Park District Board on May 20, 2020.

As a result, the parcels in the Gum Ranch area not subject to the increased assessment are in Zone of Benefit A, and will be charged the same rate they would otherwise have been charged, even if the rate increase measure had not passed. The parcels in Gum Ranch which are subject to the increased assessment are in Zone of Benefit B, and will be charged at a rate which is the sum of the rate charged to those parcels in Zone of Benefit A plus the increased assessment rate as approved by the mailed balloting in 2020, subject to the same CPI increase as described above.

Assessment Continuation

In each subsequent year for which the assessments will be levied, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report for Fiscal Year 2024-25 was prepared pursuant to the direction of the Board adopted on March 20, 2024 (Resolution No. 032024-03). If the Board approves this Engineer's Report and the proposed assessments by resolution, a notice of assessment levies must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for July 17, 2024. At this hearing, the Board would consider approval of a resolution confirming the assessments for fiscal year 2024-25. If so confirmed and approved, the assessments would be submitted to the County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2024-25.

Legal Analysis

Proposition 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIIIC and XIIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which specially benefits the assessed property.

Proposition 218 describes a number of important requirements, including property-owner balloting, for the imposition, increase and extension of assessments, and these requirements are satisfied by the process used to establish this assessment.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA"). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Assessment District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

Dahms v. Downtown Pomona Property

On June 8, 2009, the Court of Appeals approved a benefit assessment for property in the downtown area of the City of Pomona in Dahms v. Downtown Pomona Property ("Dahms"). In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon

On December 31, 2009, in Bonander v. Town of Tiburon ("Bonander"), the Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall proportional special benefits.

Beutz v. County of Riverside

On May 26, 2010 the Court of Appeal overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego

On September 22, 2011, the Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal (“Greater Golden Hill”). This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the calculation of the assessment amount on city-owned parcels.

Compliance with Current Law

This Report is consistent with the SVTA decision and with the requirements of Article XIIIC and XIIID of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the Assessment District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Assessment District and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property.

This Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because, the improvements will directly benefit property in the Assessment District and the general benefits have been excluded from the Assessments. The Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall proportional special benefit to each property.

Plans & Specifications

The Madison Place Park covers an area of about 0.83 acres and is located at 5524 Cannes Way within the Gum Ranch South area (Madison at Fair Oaks, a residential development with 89 Single Family Residences), generally located at the northwest corner of the intersection of Kenneth Avenue and Madison Avenue, as shown on the assessment diagram. The Madison Place Park was completed by the developer, MBK Homes Northern California Ltd., and transferred to the Park District in 2018. As a result, the Fair Oaks Recreation and Park District has taken over the maintenance of park, recreational facilities, and landscape areas at the Madison Place Park, which will continue during fiscal year 2024-25. The Madison Place Park has the following amenities: turf; bollards; block fencing; rope climber; 3 tables; 4 benches; two garbage cans; drinking-fountain; trees; shrubs; and poured in place surfacing. The Park District plans to add dog waste bags and signs to describe the hours of operation and park rules.

The Gum Ranch Park will be located within the Gum Ranch North area, a residential development. This residential project is currently being built by Elliott Homes Inc. After the Gum Ranch Park is completed by the developer, Elliott Homes Inc., it will be transferred to the Park District for maintenance. The Gum Ranch Park will have the following amenities: walking paths with lighting spaces along the paths, turf, playground, exercise equipment, restroom, ADA parking, splash pad, BBQ areas, benches, picnic tables, shade cover, bollards, etc. The entire Gum Ranch Park is to be a “Universally Accessible” Park and will have inclusive design elements for all patrons who may require special accommodations.

The work and improvements proposed to be undertaken by the Park District and the Gum Ranch Landscaping and Lighting Assessment District (the “Assessment District”), and the costs thereof paid from the levy of the annual assessments, provide special benefit to Assessor Parcels within the Assessment District as defined in the Method of Assessment herein.

The Landscaping and Lighting Act of 1972, (the “Act”) requires the Report to include “plans and specifications” that show and describe the existing and proposed “Improvements” (as defined at section 22525 of the Act) proposed to be undertaken by the District, and the cost thereof paid from the levy of the annual assessment. The Improvements are described as follows:

Installation, Maintenance and Servicing of public parks, recreational facilities and improvements, including, but not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, drainage systems, public lighting facilities, fencing, playground equipment, signage, other recreational facilities, and labor, materials, supplies, utilities, equipment and incidental expenses at the park and facilities owned, operated or maintained by the Park District (collectively the “Improvements”).

As applied herein, "Installation" means the construction of recreational improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the Assessment District plus incidental expenses. Reference is made to the plans and specifications, including specific expenditure and improvement plans, which are on file with the Park District.

The District has projected several capital improvement projects and capital repairs to be done during fiscal year 2024-25. For a complete list of capital improvement and repair projects please contact the District Administrator.

Estimate of Cost – Fiscal Year 2024-25

The Act requires the Report to estimate the costs of the Improvements for the fiscal year, including estimates for the total costs for the Improvements for the year, the amount of any surplus or deficit to be carried over from a previous fiscal year, and the amount of funding contributions made from sources other than assessment revenue. After determining these amounts, the Report then must calculate the net amount to be assessed upon assessable lands within the District. The table below shows the proposed estimate of cost for fiscal year 2024-25:

Figure 1 – Gum Ranch L&L Assessment District Estimate of Cost

Beginning Fund Balance July 1, 2024	\$0
Installation, Maintenance, Servicing and Administration	
Services and Supplies	\$57,096
Salaries and Benefits	\$16,150
Incidental Costs	
Engineering/Planning Services	\$1,000
Assessment Collection Services	\$76
Legal Notice Publication	\$329
Subtotal Incidental Costs	\$1,405
Totals for Installation, Maintenance, Servicing and Administration	\$74,651
Total Benefit of Improvements	
Single Family Equivalent Units (SFEs)	283
Benefit Received per SFE Unit	\$264
Less:	
District Contribution from Other Sources for General Benefit ¹	(\$3,733)
District Contribution from Other Sources toward Special Benefit ¹	(\$72)
Total District Contribution from Other Sources	(\$3,805)
Net Cost of Installation, Maintenance, Servicing and Administration	\$70,846
Installation, Maintenance, Servicing and Administration - Zone B Service Area	
Services and Supplies	\$32,984
Administration	\$1,750
Total Cost of Installation, Maintenance, Servicing and Administration	\$34,734
Less: District Contribution from Other Sources for General Benefit ¹	(\$1,750)
Net Additional special benefit to Zone B	\$32,984
Budget Allocation to Property - all of Gum Ranch Zones A and B	
Total Assessment Budget ²	\$70,846
Single Family Equivalent Benefit Units	283.3
Assessment per Single Family Equivalent Unit All Gum Ranch³	\$250.12
Additional Budget Allocation to Property - Zone B only	
Additional amount to assess for Zone B	\$32,984
Single Family Equivalent Benefit Units Zone B	194.3
Additional Assessment per Single Family Equivalent Unit Zone B³	\$169.80
Total Assessment per Single Family Unit Zone B	\$419.92

Notes to Estimate of Cost:

1. As determined in the following section, at least 5% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements for the entire Gum Ranch area of \$74,651, the District must contribute at least 5% or \$3,733 from sources other than the assessments. The District will actually contribute \$3,805, which is over that amount, and covers any general benefits from the Improvements. The costs for the Zone of Benefit B area for the installation, maintenance, servicing and improvements of park facilities is \$34,734 and the District must contribute at least \$1,737. The district will contribute \$1,750, which is more than the required amount of 5%
2. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Assessment District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The Park District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.
3. All assessments are rounded to lower even penny, so the budget amount may slightly differ from the assessment rate.

Method of Apportionment

Method of Apportionment

This section of the Engineer's Report includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the park, and the methodology used to apportion the total assessment to properties within the Assessment District.

The Gum Ranch Landscaping and Lighting Assessment District consists of all Assessor Parcels within the boundaries as defined by the Assessment Diagram included within this Report and the Assessor Parcel Numbers listed within the included Assessment Roll. The method used for apportioning the assessments is based upon the proportional special benefits to be derived by the properties in the Gum Ranch Landscaping and Lighting Assessment District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the Improvements or a property owner's specific demographic status. With reference to the requirements for assessments, Section 22573 of the Act states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIIIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must reasonably exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential and other lots and parcels resulting from the installation, maintenance and servicing of the Improvements to be provided with the assessment proceeds. These categories of special benefit are summarized as follows:

- Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
- Proximity and access to improved parks and recreational facilities.
- Improved views.

In this case, the recent the SVTA decision provides enhanced clarity to the definitions of special benefits to properties in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed above further strengthen the basis of these assessments.

Benefit Factors

The special benefits from the Improvements are further detailed below:

Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the Assessment District, the residential and other benefiting properties in the Assessment District do not have large outdoor areas and green spaces. The park in the Assessment District provides these larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the “NPRA”), neighborhood parks in urban areas have a service area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for neighborhood parks and neighborhood green spaces were specifically established to give all properties within this service radius close proximity and easy walking access to such public land areas. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the Improvements - and this advantage is not received by other properties or the public at large.

Moreover, the Madison Place Park site does not provide a restroom or parking lot. Such public amenities were specifically excluded from neighborhood parks because neighborhood parks are designed to be an extension of usable land area specifically for properties in close proximity, and not the public at large or other non-proximate property. The occupants of proximate property do not need to drive to their local park and do not need restroom facilities because they can easily reach their local neighborhood park and can use their own restroom facilities as needed. This is further tangible evidence of the effective extension of land area provided by the Improvements to proximate parcels in the Assessment District and the unique direct advantage the proximate parcels receive from the Improvements.

An analysis of the service radii for the Improvements finds that all properties in the Assessment District enjoy the distinct and direct advantage of being close and proximate to Madison Place Park and recreation areas in the Assessment District. The benefiting properties in the Assessment District therefore uniquely and specially benefit from the Improvements.

Proximity and access to improved parks and recreational facilities

Only the specific properties within close proximity to the Improvements are included in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Assessment District do not share.

In absence of the assessments, the Improvements would not be provided and the Madison Place Park and recreation areas in the Assessment District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Assessment District, they provide a direct advantage and special benefit to property in the Assessment District.

Since the parcels in the Assessment District enjoy close access to the Improvements, they directly benefit from this unique close access to improved park and recreation areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Assessment District.

Improved Views

The District, by maintaining and improving the landscaping at the Madison Place Park and recreation areas in the Assessment District, provides improved views to properties in the Assessment District. The properties in the Assessment District receive this direct advantage because they enjoy close and unique proximity, access, and views of the Improvements. Therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Assessment District.

General versus Special Benefit and Quantification of General Benefit

The proceeds from the Gum Ranch Landscaping and Lighting Assessment District will be used to fund improvements and increased levels of maintenance to the park and recreation area and facilities proximate to the properties in the Assessment District. In absence of the Gum Ranch Landscaping and Lighting Assessment District, such Improvements would not be provided and the properties would not be subdivided and improved with residential homes. Therefore, the Assessment District is specifically proposed to provide additional and improved public resources in the Assessment District. The assessments will ensure that parks and recreation areas within and adjacent to the Assessment District are well maintained, clean and safe. Moreover, in absence of the assessments, a condition of development would not be met and the subdivision likely would not be approved. The creation of residential lots and the approval for the construction of homes in Gum Ranch is the overriding clear and distinct special benefit conferred exclusively on property in the Assessment District and not enjoyed by other properties outside the Assessment District.

However, in light of *Beutz v. County of Riverside* (2010) and *Golden Hill Neighborhood Association v. City of San Diego* (2011), the District has reevaluated the Proposition 218 requirement regarding special and general benefits. Proposition 218 requires an assessing agency to separate the general benefits from the special benefits of a public improvement or service, estimate the quantity of each in relation to the other, and limit the assessment amount to the portion of the improvement or service costs attributable to the special benefits. The courts in Golden Hill and Beutz determined that there usually will be some general benefit associated with a parks improvement project and park-related services, because residents and others who don't reside in the assessment district probably will use the parks at least to some degree. The separation and quantification of general and special benefits requires an apportionment of the cost of the service or improvement between the two benefit types, and assessing assessment district property owners only for the portion of the cost representing special benefits to the assessment district property. General benefits cannot be funded by assessment revenue. Rather, the funding must come from other sources. The District therefore has analyzed the quantity or extent to which the general public may reasonably be expected to use or benefit from the park and recreation area, in relation to the quantity or extent to which residents of the assessment district use and benefit from the park and recreation area.

Although the park and recreation area may be available to the general public at large, they have been specifically designed, located and created to provide additional and improved public resources for property inside the Assessment District, and not the public at large. Other properties that are outside the Assessment District do not enjoy the unique proximity, access, views, open space and other special benefit factors described previously. The Improvements are of special benefit to properties located within the Assessment District because they provide a direct advantage to properties in the Assessment District that would not be provided in absence of the assessments. The Assessment District allows the District to provide its park and recreation Improvements to the Madison Place Park and recreation areas in the Assessment District at a much higher level than what otherwise would be provided in absence of the Assessments. Moreover, in absence of the Assessments, no other agency would provide the Improvements nor would the District, because it does not have alternative available funds to provide the Improvements.

All of the Assessment proceeds derived from the Assessment District will be utilized to fund the cost of providing a level of tangible “special benefits” in the form of proximate parks, recreation facilities, signs, and other improvements and costs incidental to providing the Improvements and collecting the Assessments.

Although these Improvements may be available to the general public at large, the Madison Place Park and recreation areas in the Assessment District were specifically designed, located and created to provide additional and improved public resources for the direct advantage of property inside the Assessment District, and not the public at large. Other properties that are outside the Assessment District do not enjoy the unique proximity, access, views and other special benefit factors described previously.

These Improvements are of special benefit to properties located within the Assessment District because they provide a direct advantage to properties in the Assessment District that would not be provided in absence of the Assessments. Without the Assessments, the Madison Place Park and recreation areas in the Assessment District might be closed and turn into brown, unmaintained and unusable lands. If this happened, it would create a significant and material negative impact on the desirability, utility and value of property in the Assessment District. If Assessments were not collected, and the Madison Place Park and recreation areas in the Assessment District were closed and not maintained as a result, properties in the Assessment District may decline in desirability, utility and value.

Special Note Regarding General Benefit and the SVTA Decision:

There is no widely-accepted or statutory formula for calculating general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA decision provides some clarification by indicating that general benefits

provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In the re-analysis of general benefit, the District determined that there are several attributes and features relating to the park and landscaped area that discourage and limit use by persons who do not reside near the park and landscape area: there are no bathrooms, there are no parking lots, the area is small, the area is designed for passive use and short duration of use (e.g. less than one hour), there are no ball fields for organized sports teams and play, the area is not located on major streets, and the park is hard to find and not a destination park. For similar reasons, these attributes and features make the park much more usable by those who reside within close walking distance.

District staff persons over the years have observed the patterns of usage of similar facilities within the Park District (i.e., Little Phoenix Park) and the persons who use those facilities. Based on these observations, the District has determined that the vast majority of the persons who use this area reside in close proximity, that it is extremely rare for someone to drive to, park at and use this area, and that it is extremely rare for someone to walk to this area from outside the District. The vast majority of users reside in the Assessment District. However, there might be some users who reside in the nearby areas to the south and east of the park, just outside the Assessment District. Based on these observations and the park/landscape area attributes and features that discourage and limit use by persons outside the Assessment District, the District has determined that approximately 5% of the persons who would use the Madison Place Park and recreation areas in the Assessment District would walk or drive to the area from outside the Assessment District.

With 5% of the Madison Place Park and recreation areas in the Assessment District usage by non-Assessment District residents, the District estimates and determines that the overall general benefit from the Improvements is 5%. The budget in this report shows that the amount and portion of District funding of the Improvement costs from sources other than assessment revenue exceeds 5%.

The Assessment District's total assessment budget for the entire Gum Ranch area for the installation, maintenance, servicing and improvements of park facilities is \$74,651. Of this total budget amount, the District will utilize \$3,805 from sources other than the assessments for the Improvements. This payment by the District equates to over 5% of the total budget for the Improvements, and constitutes more than the amount attributable to the general benefits from the Improvements.

The Assessment District's total assessment budget for the Zone of Benefit B area for the installation, maintenance, servicing and improvements of park facilities is \$34,734. Of this total budget amount, the District will utilize \$1750 from sources other than the assessments for the Improvements. This payment by the District equates to over 5% of the total budget for the Improvements, and constitutes more than the amount attributable to the general benefits from the Improvements.

Zones of Benefit

The boundaries of the Gum Ranch Landscaping and Lighting District have been carefully drawn to only include the properties in the Park District that are proximate to the Gum Ranch Landscaping and Lighting District Improvements and that would materially benefit from the Gum Ranch Landscaping and Lighting District Improvements. Certain other properties surrounding and outside the Assessment District were excluded from the Gum Ranch Landscaping and Lighting District Improvement area because these properties are generally less proximate to the Gum Ranch Landscaping and Lighting District Improvements and/or they do not enjoy the same access, due to roads that don't go through and/or fences, as described earlier in this Report and in prior Assessment District Engineer's Reports. In other words, the boundaries of the Gum Ranch Landscaping and Lighting District Assessment District have been narrowly drawn to include only properties that will specially benefit from the Gum Ranch Landscaping and Lighting District Improvements, and would receive a declining level of service if the Gum Ranch Landscaping and Lighting District Assessments were not approved.

In order to add a New Service Area to the northern portion of the Gum Ranch Landscaping and Lighting District, the Park District evaluated the scope and area of special benefit from the New Service Area. Through this evaluation, the Park District determined that the northern parcels in the Gum Ranch Landscaping and Lighting District receive special benefit from the New Service Area that the parcels in the southern portion of the Gum Ranch Landscaping and Lighting District do not receive. Therefore, it was necessary to add a new Zone of Benefit to the existing Gum Ranch Landscaping and Lighting District. This new Zone of Benefit, consisting of the northern parcels which receive additional special benefit from the New Service Area, is designated as Zone of Benefit B. The southern parcels, in order to distinguish them from the parcels in the new Zone of Benefit, are designated as Zone of Benefit A.

In Zone of Benefit B, the advantage that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the Assessment. The benefits from the Improvements within Zone of Benefit B do not vary based on proximity of the parcels to the Improvements because the increased benefits of greater proximity to the Improvements are generally offset by a parallel increase in negative factors such as higher levels of maintenance vehicles, noise, etc. that comes with increased proximity.

Because the special benefits from the New Service Area are uniquely enjoyed by the properties in Zone of Benefit B, the Park District has determined that those parcels should pay for the special benefits derived from the proposed increased Assessments, and the parcels in Zone of Benefit A should not. Therefore, the assessable parcels in Zone of Benefit B were mailed a ballot for the proposed increased Assessments, and the parcels in Zone of Benefit A were not.

Method of Assessment

As previously discussed, the Assessments provide comprehensive Improvements that clearly confer special benefits to properties in the Assessment District. The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels and the population density of parcels.

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because commercial, industrial and other properties also receive direct benefits from the Improvements.

Moreover, a fixed or flat assessment is proposed for all single family residential properties regardless of use or parcel size. Assessments on multifamily residential parcels vary based on the number of dwelling units. Assessments on commercial and industrial property are levied on an acreage basis because larger properties generally support larger buildings and have higher numbers of employees, customers and guests who would benefit from proximity and improved access to well-maintained and improved parks and recreational facilities.

Finally, the special benefits to be derived from the Assessments are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property, or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the Assessment District's park and recreational facilities. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, property location, its relative population and usage potential, and its proximity to parks and recreational facilities. This method is further described below.

Residential Properties

Certain residential properties in the proposed Assessment District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses, and town homes are included in this category of single family residential property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property, and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. The population density factors for the Park District, as depicted below, provide the basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the area of the Assessment District from the 1990 Census (the most recent data available when this Assessment was established) and dividing it by the total number of such households, finds that approximately 2.86 persons occupy each single-family residence, whereas an average of 1.91 persons occupy each multi-family residence. Using the ratio of one SFE for each single-family residence, which equates to one SFE for every 2.86 persons, 0.67 SFE would equate to one multi-family unit or 0.67 SFE for every 1.91 residents. Likewise, each condominium unit receives 0.73 SFE, each duplex, triplex, fourplex receives 0.67 SFE, and each mobile home receives 0.68 SFE.

Figure 2 – Residential Density and Assessment Factors

	Total Population	Occupied Households	Persons per Household	SFE Factor
Single Family Residential	20,786	7,280	2.86	1.00
Condominium	1,456	700	2.08	0.73
Multi-Family Residential	4,239	2,215	1.91	0.67
Mobile Home on Separate Lot	27	14	1.93	0.68

Source: 1990 Census, Community of Fair Oaks.

The single-family equivalency factor of 0.67 per dwelling unit for multifamily residential properties applies to such properties with 20 or fewer units. Properties in excess of 20 units typically offer on-site recreational amenities and other facilities that tend to offset some of the benefits provided by the improvements. Therefore, the benefit for properties in excess of 20 units is determined to be 0.67 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

Commercial/Industrial Properties

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and commercial property. The SFE values for other types of business and industrial land uses are established by using average employee densities because the special benefit factors described previously can be measured by the average number of people who work at commercial/industrial properties.

In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the “SANDAG Study”) are used because these findings were approved by the State Legislature for use in justifying commercial and industrial school facilities fees, and are considered to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial property is 24.

In comparison, the average number of people residing in a single-family home in the area is 2.86. Since the average lot size for a single-family home in Fair Oaks is approximately 0.30 acres, the average number of residents per acre of residential property is 9.53.

The employee density per acre is generally 2.50 times the population density of single-family residential property per acre (24 employees per acre / 9.53 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a property with 2.50 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 2.50 employees is the basis for allocating commercial/industrial benefit. The following Figure shows the average employees per acre of land area or portion thereof for commercial and industrial properties, and lists the relative SFE factors per quarter acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres.

Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial, or industrial rate.

Figure 3 – Commercial/Industrial Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees Per Acre	SFE Units per 1/4 Acre *
Commercial	24	0.86
Office	68	2.43
Shopping Center	24	0.86
Industrial	24	0.86
Self Storage or Parking Lot	1	0.04

Source: San Diego Association of Governments Traffic Generators Study.

* The SFE factors for commercial and industrial parcels are applied by the quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

Vacant Properties

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. As a general average, appraisers often use a factor of 25% to 30% of developed property value as land value. It is reasonable to assume, therefore, that approximately 25% of the benefits are related to the underlying land and 75% are related to the Improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.25 per parcel.

As properties are approved for development, their value also increases. Likewise, the special benefit received by vacant property increases as the property is approved for development, or becomes closer to being improved. When property is approved for development with a final map, the property has passed the final significant hurdle to development and can shortly undergo construction. Since the property is nearing the point of development, its special benefits increase. In addition, these properties are generally sold soon after completion of improvements, so the properties receive the additional benefit of desirability from prospective buyers due to the special benefits provided by proximity to improved parks and recreational facilities of the Park District. It is therefore determined that property with final map approval receives 50% of the relative benefit to improved property of similar use-type.

Other Properties

All properties that are specially benefited are assessed. Other publicly owned property that is used for purposes similar to private residential, commercial, industrial, or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers, or guests and have limited economic value. These miscellaneous parcels receive no benefit from the Improvements and are assessed an SFE benefit factor of 0.

Annual Cost Indexing

It should be noted that the maximum assessment rate within the Assessment District may increase in future years based on the annual change in the Northern California (San Francisco Bay Area) Consumer Price Index (the “CPI”), with a maximum annual adjustment not to exceed 3%. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

Duration of Assessment

It is proposed that the Assessment be levied for fiscal year 2006-07 and continued every year thereafter, so long as the Gum Ranch parks and recreational areas need to be improved and maintained, and the Fair Oaks Recreation and Park District requires funding from the Assessments for its continued Improvements in the Assessment District. As noted previously, the Assessment can continue to be levied annually after the Fair Oaks Recreation and Park District Board of Directors approves an annually updated Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment. It must be noted that although the Assessment District was formed in 2006, the assessments were not levied each year as a result of the downturn of the economy, which impeded the construction of homes or recreational facilities in the Gum Ranch development.

Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Park District Administrator or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Park District Administrator or his or her designee will promptly review the appeal and any information provided by the property owner. If the Park District Administrator or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the Park District Administrator or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the Park District Administrator or her or his designee may refer their appeal to the Board of Directors of the Fair Oaks Recreation and Park District and the decision of the Board of Directors of the Fair Oaks Recreation and Park District shall be final.

Assessment

WHEREAS, on March 20, 2024 the Board of Directors of the Fair Oaks Recreation and Park District adopted its Resolution No. 032024-03 initiating proceedings for the levy of assessments within the Gum Ranch Landscaping and Lighting Assessment District and authorizing the Fair Oaks Recreation and Park District, County of Sacramento, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (collectively "the Act"), to proceed with the proposed levy of assessments;

WHEREAS, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the assessment district, and an assessment of the estimated costs of the improvements upon all assessable parcels within the assessment district, to which Resolution and the description of said proposed improvements therein contained, reference is hereby made for further particulars;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of Directors of the Fair Oaks Recreation and Park District, hereby make the following assessment to cover the portion of the estimated cost of said Improvements, and the costs and expenses incidental thereto to be paid by the Assessment District.

The amounts to be paid for said Improvements and the expense incidental thereto, to be paid by the Gum Ranch Landscaping and Lighting Assessment District for the fiscal year 2024-25, are generally as follows:

Figure 4 – Summary Cost Estimates – Fiscal Year 2024-25

Zone A	
Installation, Maintenance, Servicing & Administration Costs	\$73,246
Incidental Costs	\$1,405
TOTAL BUDGET	\$74,651
Less: Carry Over Balance from Prior Year	\$0
Less: District Contribution for Special & General Benefits	(\$3,805)
NET AMOUNT TO ASSESSMENTS	\$70,846
Total SFE Units	283.3
Rate per SFE Unit for Zone A	\$250.12
Zone B - Additional Assessment	
Installation, Maintenance, Servicing & Administration Costs	\$34,734
Incidental Costs	\$0
TOTAL BUDGET	\$34,734
Less: District Contribution for Special & General Benefits	(\$1,750)
NET AMOUNT TO ASSESSMENTS	\$32,984
Total SFE Units	194.3
Increased Rate per SFE Unit	\$169.80
Total Rate per SFE Unit for Zone B	\$419.92

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of said Gum Ranch Landscaping and Lighting Assessment District. The distinctive number of each parcel or lot of land in said Gum Ranch Landscaping and Lighting Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby assess and apportion said net amount of the cost and expenses of said Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within said Gum Ranch Landscaping and Lighting Assessment District in accordance with the special benefits to be received by each parcel or lot from the Improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessments are made upon the parcels or lots of land within the Gum Ranch Landscaping and Lighting Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from said Improvements.

The assessments are subject to an annual adjustment tied to the Consumer Price Index for the San Francisco Bay Area as of December of each succeeding year, with the maximum annual adjustment not to exceed 3%. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

The change in the CPI from December 2022 to December 2023 was 2.62% and the Unused CPI carried forward from the previous fiscal year is 3.70%. Therefore, the maximum authorized assessment rate for fiscal year 2024-25 is increased by 3.00% which equates to \$250.12 per single family equivalent benefit unit for Zone of Benefit A and \$419.92 for Zone of Benefit B. The estimate of cost and budget in this Report proposes assessments for fiscal year 2024-25 at the rate of \$250.12 in Zone of Benefit A and \$419.92 in Zone of Benefit B, which is equal to the maximum authorized assessment rate for each Zone of Benefit.

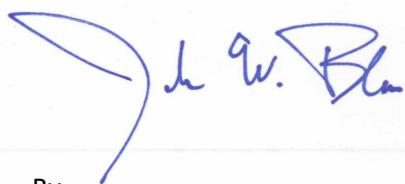
Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Sacramento for the fiscal year 2024-25. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Rolls, the amount of the assessment for the fiscal year 2024-25 for each parcel or lot of land within the said Gum Ranch Landscaping and Lighting Assessment District.

Dated: July 17, 2024



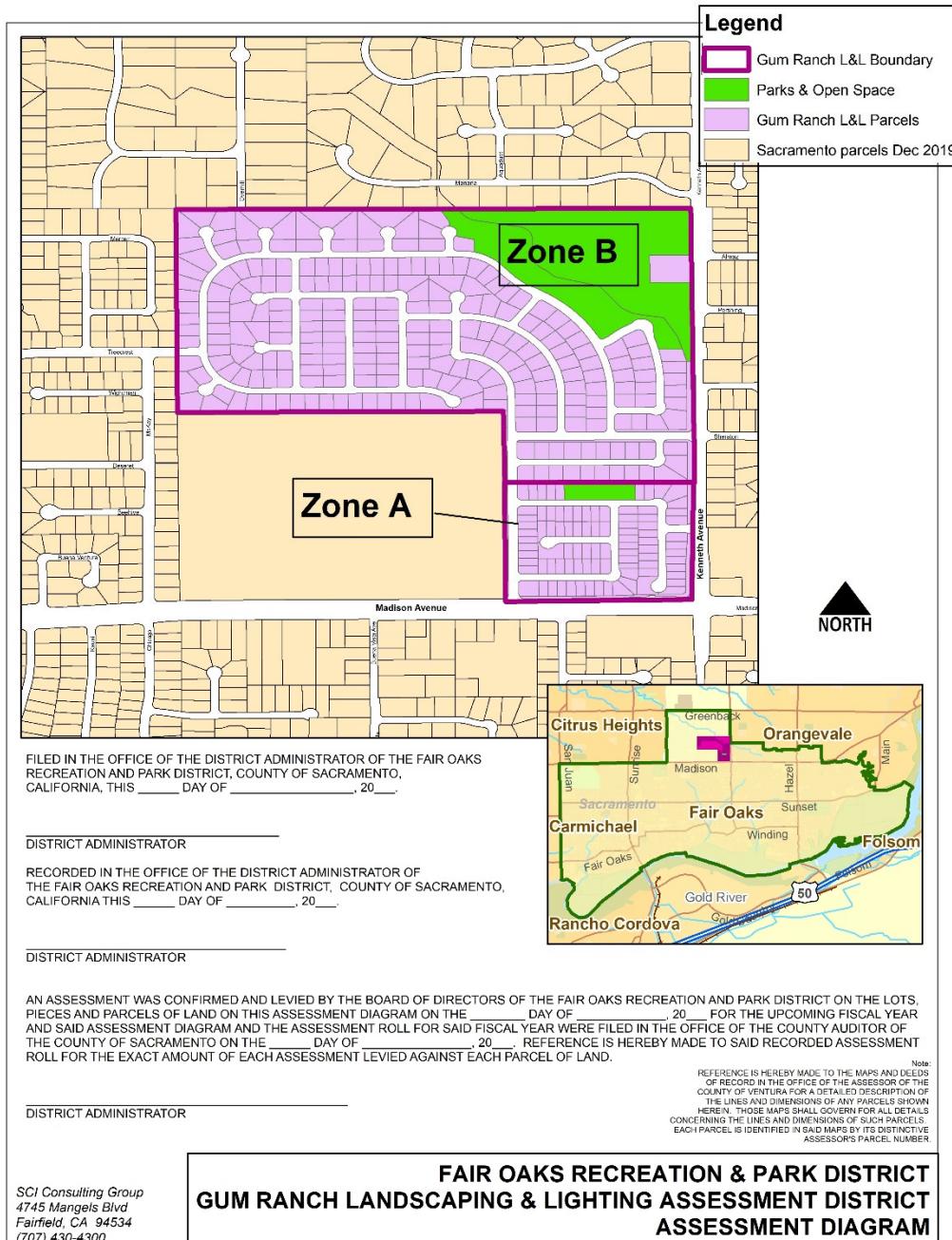
Engineer of Work



By _____
John W. Bliss, License No. C52091

Assessment Diagram

The boundaries of the Gum Ranch Landscaping and Lighting Assessment District are displayed on the following Assessment Diagram.



Assessment Roll – Fiscal Year 2024-25

An Assessment Roll (a listing of all parcels assessed within the Improvement District and the amount of the assessment) will be filed with the Park District General Manager and is, by reference, made part of this report and is available for public inspection during normal office hours at 4150 Temescal Street, Fair Oaks, CA 95628. Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern all details concerning the description of the lots or parcels.