



April 20, 2021

Joe Harn  
El Dorado County  
Auditor/Controller Department  
360 Fair Lane  
Placerville, CA 95667

In regards to: Funds needed from Index Code# 80310317; \$5,057,929.67

Dear Joe Harn,

Please release funds from index code # 80310317, in the amount of \$5,057,929.67, for capital project committed funds through April 15, 2021. The request includes reimbursements related to Bass Lake Regional Park, Kalitheia Restroom, Valley View Village Park, and the 2% Project Administration Fee (February 2021 – March 2021) as approved by the El Dorado Hills Community Services District Board of Directors in the Park Impact Fee Capital Projects budget, Nexus Study dated August 21, 2017, and Master Plan dated June 2016.

To assist you in locating and reviewing the pertinent documents associated with the District Board's findings and approvals for the aforementioned capital projects the following is provided to you:

FY 20/21 Budget, which includes the capital projects. Found on the District's website here:

[https://cms8.revize.com/revize/eldoradohills/Document%20Center/About/Administration%20&%20Finance/Budget%20Report/approved\\_budget\\_fy\\_2020\\_21.pdf](https://cms8.revize.com/revize/eldoradohills/Document%20Center/About/Administration%20&%20Finance/Budget%20Report/approved_budget_fy_2020_21.pdf)

Page 53-72 of budget and pages 256-275 of the June 2020 Board Meeting packet, cover the District's Capital projects.

FY 20/21 Budget Approval – Signed Minutes from June 2020 Board of Directors Meeting. Minutes may be found on the District's website here:

<https://cms8.revize.com/revize/eldoradohills/Document%20Center/Board%20of%20Director%20Agendas%20&%20Minutes/2020/2020%20All%20Board%20Minutes%20Signed.pdf>

The District Board of Directors has approved a Nexus Update on January 11, 2018, see here [https://cms8.revize.com/revize/eldoradohills/Document%20Center/Board%20of%20Director%20Agendas%20&%20Minutes/2018/Agendas/00.2018\\_01\\_11\\_Agenda\\_Combined\\_Packet\\_for\\_Posting.pdf](https://cms8.revize.com/revize/eldoradohills/Document%20Center/Board%20of%20Director%20Agendas%20&%20Minutes/2018/Agendas/00.2018_01_11_Agenda_Combined_Packet_for_Posting.pdf) and signed Minutes here

[https://cms8.revize.com/revize/eldoradohills/Document%20Center/Board%20of%20Director%20Agendas%20&%20Minutes/2018/Minutes/2018\\_Signed%20Minutes\\_small.pdf](https://cms8.revize.com/revize/eldoradohills/Document%20Center/Board%20of%20Director%20Agendas%20&%20Minutes/2018/Minutes/2018_Signed%20Minutes_small.pdf) . This update has also been submitted and approved by the El Dorado County Board of Supervisors on July 17, 2018 through Resolution 135-2018.

El Dorado Hills Community Services District Master Plan, found here [https://www.eldoradohillscsd.org/programs\\_and\\_amp\\_activities/csd\\_master\\_plan\\_update\\_2015-2016.php](https://www.eldoradohillscsd.org/programs_and_amp_activities/csd_master_plan_update_2015-2016.php) and approved in June 2016, see here [https://cms8.revize.com/revize/eldoradohills/2016\\_06\\_09\\_bod\\_agenda\\_packet.pdf](https://cms8.revize.com/revize/eldoradohills/2016_06_09_bod_agenda_packet.pdf) and here [https://cms8.revize.com/revize/eldoradohills/2016\\_Minutes\\_Board%20Meetings\\_Signed\\_small.pdf](https://cms8.revize.com/revize/eldoradohills/2016_Minutes_Board%20Meetings_Signed_small.pdf)

El Dorado Hills has seen significant growth since the previous CSD Parks and Recreation Facilities Master Plan (Plan) was completed in 2007 and is expected to see an increase of another 13,111 residents by 2035. The increase in population has placed an additional demand for public facilities and the aforementioned projects are being constructed to accommodate the new development within the community. Valley View Village Park and Bass Lake Regional Park are upcoming parks planned to serve new residents. These projects, and the administration of them, are therefore funded at 100% Park Impact Fees.

When updating the Plan in 2016 the District sought community involvement, evaluated recreation trends and best practices, and reviewed past planning efforts to establish a future vision. The Master Plan is a guide and planning tool for the CSD to follow when prioritizing future projects. The projects for which the District has submitted this funding request are identified within the Master Plan as follows:

(see excerpts below)

This Master Plan establishes the goal of developing and maintaining diverse park and recreation facilities and program opportunities and provides recommendations for increasing the number and diversity of parks and programming in El Dorado Hills. Throughout the Master Planning process, community members emphasized the important role that the District's recreation facilities play in exercise, sports, recreation and social opportunities in El Dorado Hills. Stakeholders expressed the need for additional pool, sports fields, bocce ball courts, and senior center capacity. Community input revealed that El Dorado Hills and Promontory Community Parks are the most frequently used parks in the system. Residents value these large parks for their many and diverse features, including sports facilities and casual athletic opportunities, open spaces and well-maintained water features that can be enjoyed by all family members.

A.6 Apply the design guidelines contained in Appendix C when developing new parks, reviewing private park proposals and reinvesting in existing parks.

- Neighborhood parks should at minimum have a playground, picnic shelter, sports court and an internal pathway system.
- Village parks should have all of the amenities of a neighborhood park plus at least two additional compatible recreation facilities (see the design guidelines). Restrooms are provided. Sports fields may be included.

## Village Parks

- There are six (as well as three Special Use Parks that are counted in the Neighborhood Park acreage) Village Parks in El Dorado Hills comprising a total of 64.69 acres resulting in a current LOS of 1.47.
- This acreage nearly meets the Village Park LOS standard of 1.5 acres/1,000 residents.
- At the District's projected 2035 population, the District should include an additional 20.51 acres of village park land to meet the 1.5 acre LOS.

**Table 7: Recommendations for Existing District Parks (cont.)**

Site	Recommended Enhancements
Village Parks	
Peter Bertelsen Memorial Park	Landscape renovation and sustainability enhancements, park amenity enhancements, major maintenance and reinvestment
Kalitheia Park	Landscape renovation and sustainability enhancements, major maintenance and reinvestment
Lake Forest Park	No additions recommended
Stephen Harris Tennis Courts Park	Landscape renovation and sustainability enhancements, park amenity enhancements, major maintenance and reinvestment
Oak Knoll Park	Landscape renovation and sustainability enhancements, park amenity enhancements
Village Green @ Serrano	Landscape renovation and sustainability enhancements, park amenity enhancements

**Table 12: Proposed New Parks**

Site	Size (acres)	Recommendation	Planning-Level Cost*
Neighborhood Parks			
Saratoga Estates Lot F Park	1.10	Acquire and develop in accordance with Neighborhood Park design guidelines	\$487,000
Saratoga Estates Lot I Park	1.90	Acquire and develop in accordance with Neighborhood Park design guidelines	\$823,000
Village Parks			
Carson Creek (Heritage) Park	4.65	Acquire and develop in accordance with Village Park design guidelines	\$3,154,800

**Table 12: Proposed New Parks (cont.)**

Site	Size (acres)	Recommendation	Planning-Level Cost*
East Ridge @ Valley View Village Park	9.80	Acquire and develop in accordance with Village Park design guidelines	\$6,615,600
Saratoga Estates Lot M Park	5.30	Acquire and develop in accordance with Neighborhood Park design guidelines	\$3,591,600
Valley View South Village Park	13.60	Acquire and develop in accordance with master plan	\$4,599,600
Valley View North Village Park	13.00	Acquire and develop in accordance with master plan	\$4,398,000

## Community Parks

- At the time of the 2007 Master Plan, the District's only developed community park was the EDH Community Park. Promontory Park added 18.72 acres to the District's Community Park inventory and provides a variety of facilities including playgrounds, a splash pad, picnic areas, bocce ball courts and fields.
- EDH now has 58.22 acres of Community Park land, resulting in a current LOS of 1.33 acres/1,000 residents.
- This acreage does not meet the 2.0 acres/1,000 residents Community Park LOS standard.
- Based on that standard, the District should add 29.5 acres of Community Park land to meet the LOS standard.
- The current Community Park acreage offers an LOS of .99 for the projected 2035 population. The District would need an additional 59.44 acres to meet the current LOS standard for the projected 2035 population<sup>2</sup>.

### C.3 Pursue management of Bass Lake as a regional park maintained through a regional public/private partnership.

- Explore development of an environmental education or nature center in coordination with local schools at Bass Lake Park and New York Creek, including development of nature programs.
- Support preparation and implementation of a natural resource management plan for this site to enhance the health of the Bass Lake ecosystem.
- If land ownership or management responsibility is transferred to the District, it would be optimal to be accompanied by a funding package.

Within the District's Nexus Study, David Taussig & Associates (DTA) includes an AB 1600 Nexus Test on page 10, Table 3, as depicted below:

**TABLE 3**  
**EL DORADO HILLS COMMUNITY SERVICES DISTRICT**

<b>Public Park and Recreational Facilities</b> <b>AB 1600 Nexus Test</b>	
Identify Purpose of Fee	Park and Recreational Facilities.
Identify Use of Fee	The design, acquisition, installation, and construction of public park and recreational facilities.
Demonstrate how there is a reasonable relationship between the need for the public facility, the use of the fee, and the type of development project on which the fee is imposed	New development will generate additional residents who will increase the demand for active and passive park and recreational facilities within the District. Land will have to be purchased and improved to meet this increased demand, thus a reasonable relationship exists between the need for park and open space facilities and the impact of development. Fees collected from new development will be used exclusively for park, recreational, and open space facilities identified here in Section IV.

Identified on page 13, Table 7, of the District's Nexus Study, are Cost Assumptions for New Park Development and related administration.

**TABLE 7**  
**DEVELOPMENT IMPACT FEE SUMMARY**

Fees Per Unit			
	Park Fees	Admin. (3%)	Total Fees
Single Family Residential	\$11,377	\$341	\$11,718
Multi-Family Residential	\$7,509	\$225	\$7,734
Age-Restricted	\$6,649	\$199	\$6,848

Numbers may not sum due to rounding.

The District would like the requested funds wired to our account at Five Star Bank at your earliest convenience. Wire instructions are as follows:

Five Star Bank  
6810 Five Star Boulevard  
Rocklin, CA 95677

Bank Account # 3508498  
Routing # 121143037

Should you have any questions in regards to this wire transfer please contact me at (916) 614-3217. Thank you for your assistance.

Sincerely,



Teri L. Gotro  
Controller

# General Ledger

## Detailed Trial Balance

User: sherrys  
 Printed: 04/15/2021 - 9:42AM  
 Period: 08 to 09, 2021



Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
018	Impact Fees					
REVENUE						
018-3						
018-3-31-3200-3100	Property Tax Revenue	2,906,250.00				
2/28/2021 GL 8 107	Park Impact Fees cash collected and interest earned ;			0.00	143,943.00	
3/31/2021 GL 9 123	Park Impact Fees cash collected and interest earned ;			0.00	201,494.29	
3/31/2021 GL 9 124	Park Impact Fees cash collected at El Dorado Count			0.00	176,959.97	
018-3-31-3200-3100 Totals:	Var: 693,237.47	2,906,250.00	-1,690,615.27	0.00	522,397.26	-2,213,012.53
018-3 REVENUE Totals:		2,906,250.00	-1,690,615.27	0.00	522,397.26	-2,213,012.53
REVENUE Totals:		2,906,250.00	-1,690,615.27	0.00	522,397.26	-2,213,012.53
018 Totals:		2,906,250.00	-1,690,615.27	0.00	522,397.26	-2,213,012.53
Report Totals:		2,906,250.00	-1,690,615.27	0.00	522,397.26	-2,213,012.53
				2% Administration Fee	\$10,447.95	

**Bass Lake Community Park #962**

<b>DATE</b>	<b>CK/INV</b>	<b>EXPENDITURES</b>	<b>DESCRIPTION</b>	
FY2021		Project Management		1,217.58
3/11/2021	70122386	LSA Associates, Inc.	Environmental Work	5,788.75
4/8/2021	70122481	LSA Associates, Inc.	Environmental Work	963.75
		Expenditures 04/15/2021		<u>\$ 7,970.08</u>



# General Ledger

## Detailed Trial Balance

User: sherrys  
 Printed: 04/15/2021 - 10:50AM  
 Period: 01 to 10, 2021



Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
962	Bass Lake Community Park					
EXPENSE						
962-9						
962-9-90-9000-4010	Payroll Tax Expense	1,331.25				
3/4/2021 PR 9 1	Computer Checks Batch 00001.03.2021			6.63	0.00	
3/18/2021 PR 9 30	Computer Checks Batch 00002.03.2021			9.50	0.00	
4/1/2021 PR 10 1	Computer Checks Batch 00001.04.2021			10.32	0.00	
4/15/2021 PR 10 41	Computer Checks Batch 00002.04.2021			5.16	0.00	
	962-9-90-9000-4010 Totals:		1,331.25	31.61	0.00	31.61
	Var: 1,299.64		0.00			
962-9-90-9000-4120	Employee Benefits	3,699.23				
	962-9-90-9000-4120 Totals:		3,699.23	0.00	0.00	0.00
	Var: 3,699.23		0.00			
962-9-90-9000-4130	Retirement	1,261.09				
3/4/2021 PR 9 1	Computer Checks Batch 00001.03.2021			8.13	0.00	
3/18/2021 PR 9 30	Computer Checks Batch 00002.03.2021			10.99	0.00	
4/1/2021 PR 10 1	Computer Checks Batch 00001.04.2021			11.53	0.00	
4/15/2021 PR 10 41	Computer Checks Batch 00002.04.2021			5.77	0.00	
	962-9-90-9000-4130 Totals:		1,261.09	36.42	0.00	36.42
	Var: 1,224.67		0.00			
962-9-90-9000-4150	Workers Compensation	708.49				
7/16/2020 AP 1 46	1544 - SDRMA			625.48	0.00	
	Ck# 70121676					
	962-9-90-9000-4150 Totals:		708.49	625.48	0.00	625.48
	Var: 83.01		0.00			
962-9-90-9000-5011	Salary Expense-Full Time	16,334.70				
3/4/2021 PR 9 1	Computer Checks Batch 00001.03.2021			103.26	0.00	
3/18/2021 PR 9 30	Computer Checks Batch 00002.03.2021			157.11	0.00	
4/1/2021 PR 10 1	Computer Checks Batch 00001.04.2021			175.80	0.00	
4/15/2021 PR 10 41	Computer Checks Batch 00002.04.2021			87.90	0.00	
	962-9-90-9000-5011 Totals:		16,334.70	524.07	0.00	524.07
	Var: 15,810.63		0.00			

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	962-9 EXPENSE Totals:	23,334.76	0.00	1,217.58	0.00	1,217.58
	EXPENSE Totals:	23,334.76	0.00	1,217.58	0.00	1,217.58
	962 Totals:	23,334.76	0.00	1,217.58	0.00	1,217.58
	Report Totals:	23,334.76	0.00	1,217.58	0.00	1,217.58

Project Management through 4/15/2021 payperiod



Please take note that we will never supply new banking information via email.

CARLSBAD  
FRESNO  
IRVINE  
LOS ANGELES  
PALM SPRINGS  
POINT RICHMOND  
RIVERSIDE  
ROSEVILLE  
SAN LUIS OBISPO

Tauni Fessler  
El Dorado Hills Community Services District  
1021 Harvard Way  
El Dorado Hills, CA 95762

March 5, 2021  
Project No: 0EDH1901.0000  
Invoice No: 176242  
Project Manager: Amanda Durgen  
Billing Specialist: Putren, Daniel

Project: 0EDH1901.0000 Bass Lake Regional Park Project  
Email Invoices to: tfessler@edhcsd.org

**For Professional Services Rendered Through February 28, 2021**

Phase: 01 Project Initiation

Billing Limits	Current Billings	Prior Billings	To-Date
Total Billings	0.00	8,247.50	8,247.50
Total Budget			8,268.00
Budget Remaining			20.50
<b>Total this Phase:</b>			<b>0.00</b>

Phase: 02 Topographic Survey

Billing Limits	Current Billings	Prior Billings	To-Date
Total Billings	0.00	2,707.50	2,707.50
Total Budget			2,714.00
Budget Remaining			6.50
<b>Total this Phase:</b>			<b>0.00</b>

Phase: 03 Traffic Study

**Professional Personnel**

	Hours	Rate	Amount
Senior Environmental Planner			
Durgen, Amanda	.50	155.00	77.50
Transportation Planner			
Majumder, Deepnath	1.00	115.00	115.00
Transportation Engineer			
Zhou, Yu	.50	100.00	50.00
Totals	2.00		242.50
<b>Total Labor</b>			<b>242.50</b>

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Project OEDH1901.0000 Bass Lake Regional Park Project Invoice 176242

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	242.50	41,906.25	42,148.75
Total Budget			82,391.20
Budget Remaining			40,242.45
<b>Total this Phase:</b>			<b>\$242.50</b>

Phase: 04 Technical Studies  
tfessler@edhcsd.org

Task: 4.01 Biological Resources Evaluation

**Professional Personnel**

	Hours	Rate	Amount
Senior Biologist			
Trueblood, Michael	.25	135.00	33.75
Totals	.25		33.75
<b>Total Labor</b>			<b>33.75</b>

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	33.75	13,755.08	13,788.83
Total Budget			13,852.80
Budget Remaining			63.97
<b>Total this Task:</b>			<b>\$33.75</b>

Task: 4.02 PJD

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	0.00	13,916.25	13,916.25
Total Budget			13,946.40
Budget Remaining			30.15
<b>Total this Task:</b>			<b>0.00</b>

Task: 4.03 Tree Assessment Report

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	0.00	11,511.07	11,511.07
Total Budget			11,512.80
Budget Remaining			1.73
<b>Total this Task:</b>			<b>0.00</b>

Task: 4.04 Cultural Resources

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	0.00	21,155.00	21,155.00
Total Budget			21,653.00
Budget Remaining			498.00

Please take note that we will never supply new banking information via email.

Project	OEDH1901.0000	Bass Lake Regional Park Project	Invoice	176242
			<b>Total this Task:</b>	<b>0.00</b>

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Task:	4.05	AQ/GHG		
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		0.00	31.25	31.25
Total Budget				5,179.60
Budget Remaining				5,148.35
				<b>Total this Task:</b>
				<b>0.00</b>

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Task:	4.06	Noise		
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		0.00	31.25	31.25
Total Budget				6,219.20
Budget Remaining				6,187.95
				<b>Total this Task:</b>
				<b>0.00</b>
				<b>Total this Phase:</b>
				<b>\$33.75</b>

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Phase:	05	IS/MND			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Environmental Planner					
Durgen, Amanda			1.75	155.00	271.25
Totals			1.75		271.25
<b>Total Labor</b>					<b>271.25</b>
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>	
Total Billings		271.25	32,182.50	32,453.75	
Total Budget				36,496.20	
Budget Remaining				4,042.45	
					<b>Total this Phase:</b>
					<b>\$271.25</b>

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Phase:	06	Meetings			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Environmental Planner					
Durgen, Amanda			3.50	155.00	542.50
Totals			3.50		542.50
<b>Total Labor</b>					<b>542.50</b>

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Project	OEDH1901.0000	Bass Lake Regional Park Project	Invoice	176242
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		542.50	2,015.00	2,557.50
Total Budget				2,579.20
Budget Remaining				21.70
<b>Total this Phase:</b>				<b>\$542.50</b>

Phase: 07 Project Management

**Professional Personnel**

	Hours	Rate	Amount
Senior Environmental Planner			
Durgen, Amanda	1.50	155.00	232.50
Totals	1.50		232.50
<b>Total Labor</b>			<b>232.50</b>

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	232.50	14,235.00	14,467.50
Total Budget			14,487.20
Budget Remaining			19.70
<b>Total this Phase:</b>			
<b>\$232.50</b>			

Phase: 08 LSA Contingency

**Total this Phase: 0.00**

Phase: 09 Phase I ISA (Blackburn)

**Professional Personnel**

	Hours	Rate	Amount
Principal-Biology			
Bray, Jeffrey	.75	230.00	172.50
Associate-Environmental			
Nurmela, Kristin	2.00	150.00	300.00
Senior Environmental Planner			
Durgen, Amanda	3.75	155.00	581.25
Biologist			
Van Zuuk, Anna	11.00	105.00	1,155.00
Totals	17.50		2,208.75
<b>Total Labor</b>			<b>2,208.75</b>

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	2,208.75	3,934.95	6,143.70
Total Budget			6,186.40
Budget Remaining			42.70
<b>Total this Phase:</b>			
<b>\$2,208.75</b>			

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Project OEDH1901.0000 Bass Lake Regional Park Project Invoice 176242

Phase: 10 EDHCSD Contingency

Billing Limits	Current Billings	Prior Billings	To-Date
Total Billings	0.00	2,695.00	2,695.00
Total Budget			2,967.76
Budget Remaining			272.76
<b>Total this Phase:</b>			<b>0.00</b>

Phase: Z Reimbursables

**Professional Personnel**

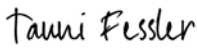
	Hours	Rate	Amount
Biologist			
Van Zuuk, Anna	21.50	105.00	2,257.50
Totals	21.50		2,257.50
<b>Total Labor</b>			<b>2,257.50</b>

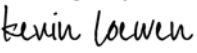
Billing Limits	Current Billings	Prior Billings	To-Date
Total Billings	2,257.50	5,492.98	7,750.48
Total Budget			10,273.34
Budget Remaining			2,522.86

**Total this Phase: \$2,257.50**

**Amount Due This Invoice \$5,788.75**

962-9-90-9000-5171

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 3/8/2021 | 11:39:22 AM PST  
 67FA4FE6358A40D...

DocuSigned by:  
 3/8/2021 | 11:52:59 AM PST  
 ED84E8688CE3414...

Please take note that we will never supply new banking information via email.



CARLSBAD  
 FRESNO  
 IRVINE  
 LOS ANGELES  
 PALM SPRINGS  
 POINT RICHMOND  
 RIVERSIDE  
 ROSEVILLE  
 SAN LUIS OBISPO

El Dorado Hills Community Services District  
 1021 Harvard Way  
 El Dorado Hills, CA 95762

January 10, 2021

Project: No: 0EDH1901.0000

Invoice No: 175455

Project Manager: Amanda Durgen

Billing Specialist: Putren, Daniel

Project: 0EDH1901.0000 Bass Lake Regional Park Project

Email Invoices to: tfessler@edhcsd.org

**For Professional Services Rendered Through December 31, 2020**

Phase: 01 Project Initiation

Billing Limits	Current Billings	Prior Billings	To-Date
Total Billings	0.00	8,247.50	8,247.50
Total Budget			8,268.00
Budget Remaining			20.50
<b>Total this Phase:</b>			<b>0.00</b>

Phase: 02 Topographic Survey

Billing Limits	Current Billings	Prior Billings	To-Date
Total Billings	0.00	2,707.50	2,707.50
Total Budget			2,714.00
Budget Remaining			6.50
<b>Total this Phase:</b>			<b>0.00</b>

Phase: 03 Traffic Study

**Professional Personnel**

	Hours	Rate	Amount
Principal-Transportation Mukherjee, Ambarish	1.50	195.00	292.50
Transportation Planner Majumder, Deepnath	1.50	115.00	172.50
Transportation Engineer Zhou, Yu	1.50	100.00	150.00
Totals	4.50		615.00
<b>Total Labor</b>			<b>615.00</b>



Project	OEDH1901.0000	Bass Lake Regional Park Project	Invoice	175455
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		615.00	40,362.50	40,977.50
Total Budget				82,391.20
Budget Remaining				41,413.70
<b>Total this Phase:</b>				<b>\$615.00</b>

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Phase:	04	Technical Studies		
Task:	4.01	Biological Resources Evaluation		
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		0.00	13,755.08	13,755.08
Total Budget				13,852.80
Budget Remaining				97.72
<b>Total this Task:</b>				<b>0.00</b>

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Task:	4.02	PJD		
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		0.00	13,916.25	13,916.25
Total Budget				13,946.40
Budget Remaining				30.15
<b>Total this Task:</b>				<b>0.00</b>

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Task:	4.03	Tree Assessment Report		
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		0.00	11,511.07	11,511.07
Total Budget				11,512.80
Budget Remaining				1.73
<b>Total this Task:</b>				<b>0.00</b>

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Task:	4.04	Cultural Resources		
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		0.00	21,155.00	21,155.00
Total Budget				21,653.00
Budget Remaining				498.00
<b>Total this Task:</b>				<b>0.00</b>

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Task:	4.05	AQ/GHG		
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		0.00	31.25	31.25
Total Budget				5,179.60
Budget Remaining				5,148.35

Project	OEDH1901.0000	Bass Lake Regional Park Project	Invoice	175455
			<b>Total this Task:</b>	<b>0.00</b>

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Task: 4.06 Noise

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	0.00	31.25	31.25
Total Budget			6,219.20
Budget Remaining			6,187.95
			<b>Total this Task: 0.00</b>

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**Total this Phase: 0.00**

Phase: 05 IS/MND

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	0.00	27,078.75	27,078.75
Total Budget			36,496.20
Budget Remaining			9,417.45
			<b>Total this Phase: 0.00</b>

Phase: 06 Meetings

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	0.00	1,550.00	1,550.00
Total Budget			2,579.20
Budget Remaining			1,029.20
			<b>Total this Phase: 0.00</b>

Phase: 07 Project Management

**Professional Personnel**

	Hours	Rate	Amount
Senior Environmental Planner			
Durgen, Amanda	2.25	155.00	348.75
Totals	2.25		348.75
<b>Total Labor</b>			<b>348.75</b>

<b>Billing Limits</b>	<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings	348.75	13,111.25	13,460.00
Total Budget			14,487.20
Budget Remaining			1,027.20
			<b>Total this Phase: \$348.75</b>

Phase: 08 LSA Contingency

**Total this Phase: 0.00**

Phase: 09 Phase I ISA (Blackburn)

Project	OEDH1901.0000	Bass Lake Regional Park Project	Invoice	175455
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		0.00	3,934.95	3,934.95
Total Budget				6,186.40
Budget Remaining				2,251.45
<b>Total this Phase:</b>				<b>0.00</b>

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Phase:	10	EDHCSD Contingency		
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		0.00	2,695.00	2,695.00
Total Budget				2,967.76
Budget Remaining				272.76
<b>Total this Phase:</b>				<b>0.00</b>

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Phase:	Z	Reimbursables		
<b>Billing Limits</b>		<b>Current Billings</b>	<b>Prior Billings</b>	<b>To-Date</b>
Total Billings		0.00	5,492.98	5,492.98
Total Budget				10,273.34
Budget Remaining				4,780.36
<b>Total this Phase:</b>				<b>0.00</b>

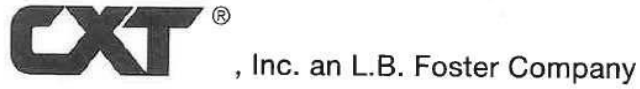
5171 **Amount Due This Invoice** \$963.75

DocuSigned by:  
*Dan Williams* 3/24/2021 | 3:06:08 PM PDT  
 533CF461BFF4411...

DocuSigned by:  
*Tanni Fessler* 3/26/2021 | 6:00:07 AM PDT  
 67FA4FE6358A40D...

**Kalitheia Restrooms #951**

<b>DATE</b>	<b>CK/INV</b>	<b>EXPENDITURES</b>	<b>DESCRIPTION</b>	
2/24/2021	70122332	CXT Incorporated	Restroom building	24,444.36
		Expenditures 04/15/2021		<u>24,444.36</u>



Phone: 412-928-3400  
Fax: 412-928-7891

**Invoice** DATE: 6/8/2020  
SALES ORDER: 269244  
INVOICE #: 375598A

**Important:**  
Reference invoice # when remitting

SOLD TO:  
COUNTY OF FRESNO  
2220 TULARE  
SUITE 600  
FRESNO CA 93721

SHIP TO:  
COUNTY OF FRESNO  
SKAGGS BRIDGE PARK  
5901 N MADERA AVE  
KERMAN CA 93630

REMIT TO:  
CXT INCORPORATED  
P.O. BOX 643343  
PITTSBURGH PA 15264-3343

CUSTOMER P.O.: 0000000261

TERMS OF PAYMENT: N30

FEDERAL ID #: 91-1498605

LINE NO.	DESCRIPTION	UM	QUANTITY	PRICE	EXTENDED PRICE
0001	BILLABLE FREIGHT BUILDINGS	EA	1	4,678.00 \$	4,678.00
0002	CORTEZ	EA	1	58,756.00 \$	58,756.00
003	INSTALL OF ASHLER DRY STONE	EA	1	28,050.00 \$	28,050.00

951-9-90-9000-5142

DocuSigned by:  
*Dan Williams*  
533CF461BFF4411...

2/19/2021 | 8:53:47 AM PST

DocuSigned by:  
*Danni Fessler*  
67FA4FE6358A40D...

2/21/2021 | 9:52:34 PM PST

DocuSigned by:  
*Kevin Lowen*  
ED84E8688CE3414...

2/19/2021 | 8:54:36 AM PST

If you have any questions in regards to the invoice, please contact:

MacKenzie Cooper  
CXT Incorporated  
6701 E. Flamingo Ave., Building 300  
Nampa, ID 83687  
208.830.0781  
[mcooper@lbfoster.com](mailto:mcooper@lbfoster.com)

ORDER TOTAL \$ 91,484.00  
TAX @ 7.25% \$ 6,293.44  
INVOICE TOTAL \$ 97,777.44  
PAYMENT RECEIVED \$ (73,333.08)  
BALANCE DUE \$ 24,444.36

**Valley View Village Park #958**

FY2021		Project Management		130.70
1/14/2021	F0115	KYA Services LLC	Construction Contract	4,992,372.25
2/11/2021	70122304	Stantec Consulting Services Inc.	Construction documents	2,210.00
2/11/2021	70122304	Stantec Consulting Services Inc.	Construction documents	7,192.00
3/11/2021	70122397	Stantec Consulting Services Inc.	Construction documents	9,177.85
3/25/2021	70122443	State Water Resources Control Board	Permit Application	2,066.00
4/8/2021	US Bank	Fast Signs	Park Construction Notification Signs	1,918.48
		Expenditures 04/15/2021		<u>\$ 5,015,067.28</u>

# General Ledger

## Detailed Trial Balance

User: sherrys  
 Printed: 04/15/2021 - 11:06AM  
 Period: 01 to 10, 2021



Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
958	Valley View Village Park					
EXPENSE						
958-9						
958-9-90-9000-4150	Workers Compensation	145.34				
7/16/2020 AP 1 46 1544 - SDRMA	Ck# 70121676			130.70	0.00	
958-9-90-9000-4150 Totals:		145.34	0.00	130.70	0.00	130.70
958-9 EXPENSE Totals:		145.34	0.00	130.70	0.00	130.70
EXPENSE Totals:		145.34	0.00	130.70	0.00	130.70
958 Totals:		145.34	0.00	130.70	0.00	130.70
Report Totals:		145.34	0.00	130.70	0.00	130.70

Var: 14.64

Project Management

**SECTION 005200**

Description of Contract:

**CONTRACT**

**EL DORADO HILLS COMMUNITY SERVICES DISTRICT**

**VALLEY VIEW VILLAGE PARK SOUTH - PARK CONSTRUCTION**

**CONTRACT NO. P0122**

**CONSTRUCTION SERVICES AGREEMENT**

**THIS CONSTRUCTION SERVICES AGREEMENT (“Agreement”)** is made and entered into this 16th day of February, 2021 (the “Effective Date”), by and between the El Dorado Hills Community Services District (“District”), a California special district, and **The KYA Services LLC**, Contractor License Number 984827 (“Contractor”). District and Contractor are herein individually referred to as “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

**RECITALS**

A. Contractor represents to District that it is a duly qualified and licensed firm experienced in the construction of parks and park amenities, to deliver on the construction of **Valley View Village Park South (the “Project”)**.

B. District has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

C. Contractor has made a CMAS (State of California Multiple Award Schedule) Proposal to District to provide construction services, a description of which is attached and incorporated hereto as **Exhibit A and Exhibit A.1** (the “Services”). The Services include a completion schedule for providing the Services (“Completion Schedule”) and a description of the rate and method of payment to Contractor for its performance of the Services under this Agreement (“Compensation Schedule”).

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

**AGREEMENT**

**Section 1. Term.** This Agreement shall be effective on the Effective Date. Contractor shall not commence the Project until it has been given notice by District (the “Notice to Proceed”). This Agreement shall terminate one (1) year after Contractor completes performance of the Services (the “Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.



**Section 2. Scope of Work.**

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to the terms and conditions set forth in this Agreement. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* Only the District General Manager or his or her designee may authorize extra or changed work. Failure of Contractor to secure a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work. Contractor shall not be entitled to any compensation for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the District General Manager or his or her designee.

(c) *Specific Materials.* Whenever the Services require any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Services must be met by the Contractor, unless District agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified. The District General Manager or his or her designee shall have the right to reject any and all materials and supplies furnished by Contractor that do not comply with the scope of work or Services.

(d) *Exhibits attached* to herein are, by this reference, incorporated into this Agreement. Exhibits are intended to cooperate so that the Services called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services/Proposal

**Section 3. Time of Performance.** Contractor warrants that it will commence performance of the Services within thirty (30) days of the Notice to Proceed, and shall perform all tasks in accordance with the Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

**\*Prior to award of contract, timeline is to be defined with Contractor to establish a start date and completion date, with a start date no earlier than January 18, 2021 and a completion of construction taking place no later than December 31, 2021.**

**Section 4. Payment.**

(a) *Payment.* District shall pay Contractor for the Services rendered under this Agreement in a not to exceed amount of **\$4,992,372.25** upon completion of Services for the Services listed in Exhibit A as set forth in the Completion Schedule.

(b) *Contractor Invoices.* On or before the last Monday of the each month in which Services have been performed, the Contractor shall prepare an invoice for all Services performed since the previous billing, covering the Services completed up to the previous Friday, in accordance with the Completion Schedule. The invoice shall quantify the Services performed based upon the approved breakdown of Services, show approved change orders, total amount of the billing, sum of all previous payments, and the total contract amount. Said invoice shall be submitted to the District's designated project manager ("Project Manager"). After review, the District's Project Manager shall approve the invoice as is, or approve the invoice with changes he or she deems necessary. The District's Project Manager shall complete and approve a District payment request indicating the amount of the approved payment ("Payment Request") and forward it to the District Administrative Services Director. Payment shall be made to Contractor within thirty (30) day of the District's receipt of the invoice.

(c) *Disputed Amounts.* Where invoices are not complete, or where the District's Project Manager disputes certain items or amounts on the invoice, the Contractor shall be advised of the disputed amounts within 10 days of invoice submission, and the District shall withhold the Payment Request. If the disputed amounts are not resolved within ten (10) days of notice to the Contractor, the District's Project Manager may prepare a Payment Request for the undisputed amount and withhold the disputed amount until resolved.

(d) *Claims and Disputed Amounts.* Where said final invoice contains claims or disputed amounts, the District's Project Manager shall consider the claims and disputed amounts and notify the Contractor of his or her determination in writing. Claims filed by the Contractor shall be in sufficient detail to enable the District's Project Manager to ascertain the basis amount of said claims. It will be the responsibility of the Contractor to furnish with a reasonable time such further information and details as may be required by the District's Project Manager to determine the facts or contentions involved in the Contractor's claims. Failure to submit additional information required by the District Project Manager shall be sufficient cause for denying the claims.

(e) *Resolution of Claims and Disputed Amounts.* The Parties shall abide by Public Contract Code section 9204 and Public Contract Code section 20104 *et seq.*, if such provisions apply to this Agreement. The District's Project Manager may resolve any claims or disputed amounts not involving an increase in total Agreement amount, including previously approved change orders. A payment, less required retention, in the amount up to total Agreement amount may be processed in accordance with the above, and amounts in excess of the total Agreement amount which remain in dispute shall be referred to the District Administrator with a report for a claims review. The District General Manager may make a final determination of any claims after review or may refer the claims to the District Board of Directors for final determination of the claim. When referred to the District Board of Directors, the District Board of Directors shall hear and consider the claim. The District shall provide Contractor with a written statement of its final determination, which indicates the remaining claims in dispute. This Agreement shall not limit the District Board of Directors' authority to approve, compromise, arbitrate, settle, or reject the claim. Claims remaining in dispute after the District's final determination shall be resolved through the following procedures:

i. *Meet and Confer Conference.* When Contractor disputes the District's final determination of a claim, Contractor shall submit a written demand for the outstanding claims to be resolved through an informal meet and confer conference. The District shall schedule the informal meet and confer conference no later than thirty (30) days of receipt of Contractor's demand. Within ten (10) days of the conclusion of the informal meet and confer conference, the District shall provide a written statement to Contractor indicating the portion of the claims remaining in dispute.

ii. *Mediation.* Claims remaining in dispute upon the conclusion of the informal meet and confer conference shall be sent to nonbinding mediation, upon a written demand by Contractor. The Parties shall mutually agree upon the selection of a mediator and equally share the costs of the mediation.

iii. *Arbitration.* Claims remaining in dispute upon the conclusion of nonbinding mediation shall be sent to judicial arbitration pursuant to Chapter 2.5 of Title 3 of Part 3 of the Code of Civil Procedure. The arbitrator's award shall be supported by law and substantial evidence. The arbitrator shall file a written decision with the court and serve a copy of it on each of the Parties. The written decision shall contain a summary of the evidence, reasons underlying the decision, and unless the Parties otherwise agree, findings of fact and conclusions of law.

(f) *Security Retention.* The District shall retain five percent (5%) of the value of the Services and materials so estimated to have been furnished, delivered and used, as security for the fulfillment of the Agreement by the Contractor. District shall pay monthly to the Contractor, while performing the Services, the balance not retained after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Agreement. Estimates of payment shall not be required when, in the judgment of the District's Project Manager, the work is not proceeding in accordance with the provisions of this Agreement or the Completion Schedule. Estimates and payments shall not be construed to be an acceptance of any Services or materials to be used for the Services.

(g) *Final Payment and Claims.* Within thirty (30) calendar days after receipt of notice of the District's Project Manager's acceptance of the Services, the Contractor shall prepare and submit to the District's Project Manager a final invoice covering all Services completed under the Agreement. The final invoice shall include a written statement of all disputed amounts and unresolved claims for additional compensation beyond the total Agreement amount. No claim shall be considered which is not included in the final invoice, nor will any claim be allowed which was not properly noticed under other provisions of this Agreement. Where the final invoice contains no claims or disputed amounts, the District's Project Manager shall process the final payment, less required retention, in accordance with the above.

(h) *Release of Retention.* Within thirty-five (35) calendar days after acceptance of the Services and the filing of a Notice of Completion, the District's Project Manager will make a final estimate, in writing, of the quantities of Services performed under the Agreement, the value of such Services and claims which have been approved, based upon a final Contractor invoice. The District's Project Manager shall complete and approve a "Payment Request" indicating the amount of the approved payment, and the date, or conditions upon which payment is to be made. The date

shall be at least thirty five (35) calendar days, but no more than sixty (60) calendar days after acceptance of the Services and filing of the Notice of Completion, unless Contractor action is required to receive final retention payment. The Payment Request shall be submitted to the District General Manager or his or her designee for approval, with the amount of payment being the amount due, after deducting therefrom all amounts under the Agreement, any known unresolved claims, and one hundred fifty percent (150%) of any disputed amounts for the Services pursuant to Public Contract Code Section 7107.

(i) *Final Inspection and Approval.* All prior estimates and payments shall be subject to correction in the final estimate and payment. Payments by the District shall not be construed as an acceptance of the Services completed up to the time of such payments, but the Services shall be subject to the inspection and approval of the District, and subject to whatever inspection and approval may be required by law.

(j) *Inspections.* All work required under this Agreement shall be subject to inspection by District or its duly authorized agents. All Services shall be performed in a manner satisfactory to the District General Manager or his or her designee and consistent with all applicable local, state and federal standards then in effect. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work, and to the shops wherein the Services are in preparation. Where the Services require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the District of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by District, be uncovered for examination at the Contractor's expense.

(k) *Insufficient Services.* If District determines that the Services rendered do not meet the requirements set forth in the Agreement, Contractor shall correct the Services at Contractor's sole expense, and without delay to the Project. District may withhold payment for such Services until it meets the requirements of the Project. Contractor may substitute securities for money withheld by the District pursuant this section, or request that the District place such monies into an escrow account.

**Section 5. Representations of Contractor.** District relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services and that all of its Services will be performed using generally accepted construction practices and standards, in compliance with all applicable federal, state, and local laws. Contractor represents and warrants that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered. The Contractor shall at its expense, obtain all necessary permits and licenses, easements, etc., for the

construction of the project, give all necessary notices, pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

(b) *Taxes.* Contractor shall file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and Federal Insurance Contributions Act (“FICA”) taxes. Contractor agrees to indemnify, defend, and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor’s failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings within seven (7) days of such request.

(c) *Warranty.* Contractor warrants that the Services performed shall be free of defects for a period of one (1) year from Project completion. Material shall be warrantied for five (5) years from date of Project completion. Material shall be warrantied for five (5) years from date of Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to District. Warranty work shall be performed within seven (7) days of notice by District that such work is required.

(d) *No Conflict of Interest.* Contractor represents and warrants that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further agrees that in the performance of this Agreement, no person having such interest will be knowingly employed.

(e) If requested to do so by District, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a “Statement of Economic Interest” with the El Dorado County Clerk disclosing their financial interests.

(f) *Nondiscrimination.* Contractor shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, marital status, national origin, sex, age, or physical or mental handicap. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, or physical or mental handicap. Such protections shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices that Contractor shall provide an atmosphere free of sexual harassment for employees, clients, volunteers, and the general public.

**Section 6. Prevailing Wage.**

(a) *Prevailing Wages.* Pursuant to the Labor Code of the State of California and local law, the District has ascertained the general prevailing rate of per diem wages and rates for holidays and overtime work in the locality in which the Services are to be performed, for each craft, classification or type of laborer, worker or mechanic needed to execute this Agreement. The

prevailing wages may be referenced in the Notice to Contractors, and are as determined by the Director of the California Department of Industrial Relations or the U.S. Secretary of Labor. Neither the Notice to Contractors nor this Agreement shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against the District. It shall be mandatory upon the Contractor and upon any subcontractor under it, to pay not less than the said specified rates to all laborers, workers, and mechanics employed in the execution of the Agreement.

(b) *Certified Payrolls.* A hardcopy of the transmittal documents for electronically filed Certified Payrolls, pursuant to Section 1776 of the Labor Code, covering work on the Project for any given progress payment period shall be forwarded to the District's Project Manager within fifteen (15) days of the end of such progress payment period. Full copies of the Certified Payrolls shall be furnished to the District's Project Manager upon specific request.

(c) *Indemnification.* Contractor agrees to indemnify District against all claims related to Contractor's compliance with prevailing wage laws, the California Labor Code and its implementing regulations. Contractor acknowledges and agrees to perform all of the following:

(a) Sign a Workers' Compensation Certificate as required by Labor Code section 1861. The Workers' Compensation Certificate is incorporated by reference herein.

(b) Secure compensation payment to its employees pursuant to Labor Code sections 1860 and 3700. Contractor shall comply with such provisions before commencing performance of the Services.

(c) Pay not less than the general prevailing rate of per diem wages, including for holidays and overtime work, for each craft, classification, or type of worker to workers, laborers, and mechanics employed by Contractor or subcontractor doing or contracting any part of the work. The appropriate determination of the Director of California Department of Industrial Relations shall be filed with, and available for inspection, at the District's offices. Contractor shall post, at each job site, a copy of the general prevailing rate of per diem wages.

(d) Comply with Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, and 1815. Contractor further agrees to indemnify District against all claims related to Contractor's compliance with prevailing wage laws, the California Labor Code and its implementing regulations.

#### **Section 7. Conformity with Law and Safety.**

(a) Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor shall be in accordance with these laws, ordinances, codes and regulations. Contractor's

failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

(b) If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District Administrator by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to District, in such form as District may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of any subcontractors involved; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

**Section 8. Assurance of Performance.** If, at any time, District believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds for District to declare a breach under this Agreement.

**Section 9. Excusable Delays.** Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosions, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the time of completion shall be extended for such reasonable time as determined by the District. Extensions in time must be requested by the Contractor within ten (10) calendar days of the excusable delay in order to receive consideration.

**Section 10. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**Section 11. Ownership and Disclosure of Work Product.** District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor in the performance of and prior to termination of this Agreement by District or upon completion of the Services pursuant to this Agreement ("Work Product").

**Section 12. Bonds.** The Contractor shall furnish a surety bond in the amount at least equal to one hundred percent (100%) of the Agreement as security for the faithful performance of the Agreement. The Contractor shall also furnish a separate surety bond in an amount at least equal to

one hundred percent (100%) of the Agreement price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the Services, or for performing any work or labor thereon of any kind, for the payment of amounts due under the Unemployment Insurance Code with respect to Services in connection with this Agreement, and for the payment of a reasonable attorney's fee to be fixed by the court in the event a suit is brought upon the bond. Contractor shall also provide a bond totaling the estimated amount for the inspection and warranty of the Services totaling ten percent (10%) of the estimated costs of the Services. All bonds shall be in accordance with the laws of the State of California. If signed by an "Attorney-in-Fact" on behalf of the bonding company, there must be attached to the bond the usual form of "Power of Attorney" evidencing and certifying the authority of such "attorney-in-fact" to so sign. Performance and Payment Bonds shall be dated as of the same date of the Agreement and shall be furnished by the Contractor at the time the Agreement is executed.

**Section 13. Insurance Coverage.** Contractor at its own expense, shall procure, and maintain for the duration of the Agreement, the following insurance policies and endorsements with insurers licensed in the State of California possessing a Best's rating of no less than A:VII:

(a) Workers' Compensation Coverage- Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

(b) General Liability Coverage- Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Contractor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that District and its officers, officials, employees, agents and volunteers shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(c) Automobile Liability Coverage- Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Professional Liability- Professional liability insurance for any licensed professionals performing work pursuant to this Agreement, in an amount not less than One Million Dollars (\$1,000,000) covering the licensed professionals' errors and omissions.



(e) Endorsements- Each general liability and automobile liability insurance shall be endorsed with the following specific provisions:

i. The El Dorado Hills Community Services District, its officers, officials, employees, agents and volunteers are to be covered as additional insureds (“District”).

ii. This policy shall be considered and include a provision that it is the primary policy as respects the District as an additional insured party and shall not include any special limitations to coverage provided to the District as an additional insured party. Any insurance maintained by the District, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance provider shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the District as an additional insured party.

v. The insurance provided shall be primary coverage to the District with respect to any insurance or self-insurance programs maintained by the District

vi. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District as an additional insured party.

vii. The insurance policy and endorsements shall not be canceled or non-renewed without first providing thirty (30) calendar days written notice to the District by certified mail, return receipt requested, at 1021 Harvard Way, El Dorado Hills, California, 95762.

**Section 14. Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8) Contractor shall defend, indemnify, hold harmless and release District, and District’s elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (collectively, “District’s Agents”) from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to the negligent acts or omissions or any intentional actions of Contractor, or of any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify District and District’s Agents shall not apply to the extent that such Liabilities are caused by the active negligence or willful misconduct of District or District’s Agents, but shall apply to all other Liabilities. With respect to third party claims against Contractor, Contractor waives any and all rights of any type of express or implied indemnity against District and District’s Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers’ compensation

acts, disability benefits acts, or other employee benefit acts. This section shall survive the expiration of the Term.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this section. The obligations of this indemnity shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

#### **Section 15. Termination.**

(a) If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Contractor. If payment under this Agreement is based upon a lump sum in total or by individual task, payment for services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by District by virtue of any breach of this Agreement by Contractor. Upon termination, Contractor shall deliver copies of all Work Product to District. If District terminates this Agreement before Contractor commences any Services hereunder, District shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Agreement, the District may serve written notice upon it and its surety of its intention to terminate the Agreement. Such notice shall contain the reasons for the District’s intention to terminate the Agreement, and unless such violations shall cease within ten (10) calendar days after serving of such notice, the Agreement shall cease and terminate upon the expiration of said ten (10) calendar days. In the event of any such termination, the District shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Agreement; provided however, that, if the surety does not give the District written notice of its intention to take over and perform the Agreement or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, the District may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its surety shall be jointly liable to the District for any excess cost occasioned the District thereby, and in such event the District may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to the Contractor as may be on the site of the work and necessary thereof.

**Section 16. Liability for Breach.** Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. District shall not, in any manner, be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of termination by either Party, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**Section 17. Notices.** Any notice or communication required hereunder between District and Contractor shall be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: El Dorado Hills Community Services District  
1021 Harvard Way  
El Dorado Hills, California 95762  
Attention: General Manager

With copies to: Kronick Moskovitz Tiedemann & Girard  
400 Capitol Mall, 27<sup>th</sup> Floor  
Sacramento, CA 95814  
Attention: David Tyra

If to Contractor: KYA Services LLC  
3235 Sunrise Blvd, Suite 4  
Rancho Cordova, California, 95742  
Attention: Contracts

**Section 18. Independent Contractor.** In performing the Services, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor shall not be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its

employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between District and Contractor.

**Section 19. Liquidated Damages.** Time shall be of the essence of this Agreement. If the Contractor fails to complete the Services in accordance with the Completion Schedule, Contractor shall become liable to the District for liquidated damages in accordance with Section 9.7 of the General Conditions, attached as Exhibit A.

**Section 20. General Provisions.**

(a) *Recitals.* The recitals set forth above (the “Recitals”) are true and correct, and are incorporated by reference herein. Sections 1 through 20 shall prevail in any inconsistencies between the Recitals and Sections 1 through 20 of this Agreement.

(b) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

(c) *Waiver.* No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(d) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

(e) *Drafting and Ambiguities.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(f) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(g) *Venue.* Venue for any legal proceedings related to this Agreement shall be in the Superior Court of El Dorado County.

(h) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective

Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(i) *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(j) *Audit.* District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to District under this Agreement.

(k) *Entire Agreement; Integration.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(l) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(m) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(n) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(o) *Necessary Acts and Further Assurances.* The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

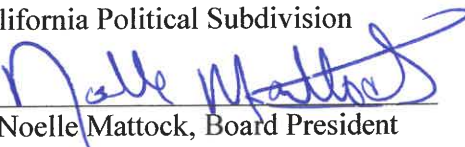
(p) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

(q) *Computation of Time.* Except where expressly provided to the contrary, as used in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and exclude any state and federal legal holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in this Agreement falls upon a Saturday, Sunday, or state or federal legal holiday, then the time of such period shall be extended to the next day that is not a Saturday, Sunday, or state or federal legal holiday.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Contractor as of the above-referenced Effective Date.

EL DORADO HILLS  
COMMUNITY SERVICES DISTRICT  
a California Political Subdivision

By:   
Noelle Mattock, Board President

Date: march 11, 2021

ATTEST:

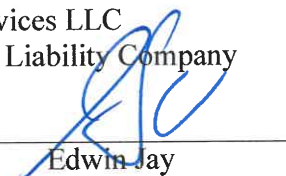
By:   
Kevin A. Loewen, General Manager

Date: march 11, 2021

APPROVED AS TO FORM:

By:   
David Tyra, General Counsel  
Kronick Moskowitz Tiedemann & Girard

KYA Services LLC  
a Limited Liability Company

By:   
Edwin Jay

Title: Director

Date: Feb. 16, 2021

# EXHIBIT A

## SCOPE OF SERVICES/PROPOSAL



**PREPARED FOR**

Kevin Loewen  
El Dorado Hills CSD  
916-825-1485  
Kloewen@edhcsd.org

09/24/2020

Valley View Park

**Proposal Number** 1-2-21041

**CMAS:** 4-20-78-0089C

Contact

Kevin Koschik  
1800 E. McFadden Ave.  
Santa Ana, CA  
(916) 870-8786  
Kevin.Koschik@theKYAgroup.com

Pages 7

CA LICENSE #984827 B + C15





# SCOPE OF WORK - PRICING

	Quantity	U/M	Price	Value
Valley View Park				
<u>Minimum Charge Per Job (Mobilization)</u>	12.00	EA	\$5,259.23	\$63,110.76
<u>Clear, Grub And Haul</u>	300,500.00	SF	\$2.68	\$805,340.00
<u>Re-grading Base</u>	300,500.00	SF	\$2.30	\$691,150.00
<u>Substrate Prep</u>	300,500.00	SF	\$1.53	\$459,765.00
<u>10" Perforated Pipe</u>	3,000.00	LF	\$7.84	\$23,520.00
<u>Drain Cap Kit</u>	6.00	EA	\$120.90	\$725.40
<u>Drain Cover Kit</u>	6.00	EA	\$120.90	\$725.40
<u>#11-T &amp; R-16" X 21"-COMPLETE</u>	4.00	EA	\$280.64	\$1,122.56
<u>#11-T &amp; R-16" X 21"-BODY</u>	4.00	EA	\$62.08	\$248.32
<u>#11-T &amp; R-16" X 21"-COVER</u>	4.00	EA	\$193.14	\$772.56
<u>PVC PIPE SCHEDULE 80</u>	1,600.00	LF	\$5.64	\$9,024.00
<u>PVC REDUCING TEE</u>	60.00	EA	\$12.31	\$738.60
<u>QUICK COUPLING - 3/4"</u>	20.00	EA	\$105.29	\$2,105.80
<u>QUICK COUPLING - 1"</u>	20.00	EA	\$182.60	\$3,652.00
<u>QUICK COUPLING KEY - 3/4"</u>	20.00	EA	\$136.96	\$2,739.20
<u>QUICK COUPLING KEY - 1"</u>	20.00	EA	\$165.47	\$3,309.40
<u>SPRAY HEAD POP-UP - 4"</u>	60.00	EA	\$8.08	\$484.80
<u>2 HP IRRIGATION PUMP SYSTEM</u>	4.00	EA	\$5,526.09	\$22,104.36
<u>CONTROLLER WIRE - WHITE</u>	2.00	EA	\$608.12	\$1,216.24
<u>Concrete Pump</u>	4,831.00	CY	\$368.00	\$1,777,808.00
<u>Bar #4</u>	8,000.00	EA	\$6.11	\$48,880.00
<u>CINDER BLOCK 8" X 8" X 16"</u>	75,000.00	EA	\$1.99	\$149,250.00
<u>Steel Grate- Heel proof- Bold Down</u>	1.00	EA	\$752.97	\$752.97
<u>Decomposed Granite</u>	1,100.00	CY	\$76.57	\$84,227.00
<u>Santa Fe Cobble- 4"-8"</u>	1.00	EA	\$189.96	\$189.96
<u>Asphalt</u>	9,622.00	SF	\$9.57	\$92,082.54
<u>CLASS 2 AGGREGATE BASE- NON-PERMEABLE</u>	1,460.00	CY	\$76.57	\$111,792.20

Initials \_\_\_\_\_

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

*Proposal Number 1-2-21041*

<u>CLASS 2 AGGREGATE BASE- PERMEABLE</u>	400.00	EA	\$91.30	\$36,520.00
<u>Playground Series 212-3</u>	2.00	EA	\$105,411.77	\$210,823.54
<u>Brock Fill</u>	17,000.00	LB	\$0.78	\$13,260.00
<u>DSA HIP CANOPY- 40X30</u>	2.00	EA	\$22,778.09	\$45,556.18
<u>Custom Signage</u>	2.00	EA	\$220.89	\$441.78
<u>Temporary Fencing</u>	800.00	LF	\$11.58	\$9,264.00
<u>BUFFINGS 50/40</u>	39,120.00	LB	\$0.52	\$20,342.40
<u>EPDM VIRGIN RUBBER (COLOR)</u>	8,000.00	LB	\$1.69	\$13,520.00
<u>BINDER - 11</u>	20,592.00	LB	\$2.89	\$59,510.88
<u>CUUBE X Series</u>	350.00	SF	\$433.57	\$151,749.50
<u>Striping- Asphalt</u>	400.00	LF	\$1.92	\$768.00
<u>Bonding Fee</u>	1.00	EA	\$73,778.90	\$73,778.90
			Total Price	\$4,992,372.25

Initials \_\_\_\_\_

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

*Proposal Number 1-2-21041*

958-9-90-9000-5171      1/29/2021  
*Tanni Fessler*

**Invoice Number** 1696523  
**Invoice Date** August 28, 2020  
**Purchase Order** 2042535301  
**Customer Number** 25986  
**Project Number** 2042535301

**Bill To**

El Dorado Hills Community Services District  
 Tanni Fessler  
 1021 Harvard Way  
 El Dorado Hills CA 95762  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Valley View Park CD</b>			
	Project Manager	Marcillac, Paul A	Contract Upset	274,750.00
	Current Invoice Total (USD)	2,210.00	Contract Billed to Date For Period Ending	234,430.13 <b>August 21, 2020</b>

<b>Top Task</b>	<b>204</b>	<b>Construction Docs</b>
<b>Low Task</b>	<b>204.001</b>	<b>Landscape</b>

Professional Services

	<b>Current Hours</b>	<b>Rate</b>	<b>Current Amount</b>
Channell, John	3.50	143.00	500.50
Eppinger, Emily C	0.50	149.00	74.50
Manitta, Christine Elizabeth	8.75	174.00	1,522.50
Marcillac, Paul A	0.50	225.00	112.50
<b>Subtotal Professional Services</b>	<u>13.25</u>		<u>2,210.00</u>

Low Task Subtotal	<b>Landscape</b>	2,210.00
Top Task Subtotal	Construction Docs	2,210.00
<b>Total Fees &amp; Disbursements</b>		<u>2,210.00</u>
<b>INVOICE TOTAL (USD)</b>		<b>2,210.00</b>

**Due upon receipt or in accordance with terms of the contract**





## INVOICE

Invoice Number	1755482
Invoice Date	February 17, 2021
Purchase Order	2042535301
Customer Number	25986
Project Number	2042535301

**Bill To**

El Dorado Hills Community Services District  
 Tauni Fessler  
 1021 Harvard Way  
 El Dorado Hills CA 95762  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Valley View Park CD</b>			
	Project Manager	Marcillac, Paul A	Contract Upset	296,250.00
	Current Invoice Total (USD)	9,177.85	Contract Billed to Date For Period Ending	265,056.01 <b>January 29, 2021</b>

<b>Top Task</b>	<b>204</b>	<b>Construction Docs</b>
<b>Low Task</b>	<b>204.003</b>	<b>Elec</b>

**Professional Services**

Billing Level			Current Hours	Rate	Current Amount
Level 09		Reed, Paul L	0.50	149.00	74.50
Level 09		Reed, Paul L	1.00	153.00	153.00
Level 12		Liu, Claire C	5.00	174.00	870.00
Level 12		Liu, Claire C	2.00	181.00	362.00
<b>Subtotal Professional Services</b>			<u>8.50</u>		<u>1,459.50</u>

Low Task Subtotal	<b>Elec</b>				1,459.50
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<b>Low Task</b>	<b>204.004</b>	<b>SWPPP</b>
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**Professional Services**

Billing Level			Current Hours	Rate	Current Amount
Level 11		Riles, Poyom Fidel	5.43	165.00	895.25
<b>Subtotal Professional Services</b>			<u>5.43</u>		<u>895.25</u>

Low Task Subtotal	<b>SWPPP</b>				895.25
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<b>Low Task</b>	<b>204.005</b>	<b>Structural</b>
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**Professional Services**

Billing Level			Current Hours	Rate	Current Amount
Level 15		Carlson, James Forrest (Jim)	9.50	212.00	2,014.00
<b>Subtotal Professional Services</b>			<u>9.50</u>		<u>2,014.00</u>



INVOICE

**Invoice Number** 1755482  
**Invoice Date** February 17, 2021  
**Purchase Order** 2042535301  
**Customer Number** 25986  
**Project Number** 2042535301

Low Task Subtotal **Structural** 2,014.00

Top Task Subtotal Construction Docs 4,368.75

<b>Top Task</b>	<b>206</b>	<b>Amendment No 1</b>			
<b>Low Task</b>	<b>206.001</b>	<b>Civil</b>			
			<b>Total Invoiced</b>	<b>Previously Invoiced</b>	<b>Current Invoice</b>
<b>Progress Charge</b>	2,900.00 x	50.00 % Complete	1,450.00	204.00	1,246.00

Low Task Subtotal **Civil** 1,246.00

<b>Low Task</b>	<b>206.002</b>	<b>Landscape</b>			
			<b>Total Invoiced</b>	<b>Previously Invoiced</b>	<b>Current Invoice</b>
<b>Progress Charge</b>	12,800.00 x	57.68 % Complete	7,382.50	6,400.00	982.50

Low Task Subtotal **Landscape** 982.50

<b>Low Task</b>	<b>206.900</b>	<b>Expenses</b>			
<b>Disbursements</b>					
			Direct - Other Direct Expenses		2,580.60
			<b>Subtotal Disbursements</b>		<u>2,580.60</u>

Low Task Subtotal **Expenses** 2,580.60

Top Task Subtotal Amendment No 1 4,809.10

**Total Fees & Disbursements** 9,177.85  
**INVOICE TOTAL (USD)** **9,177.85**

Due upon receipt or in accordance with terms of the contract

958-9-90-9000-5171

DocuSigned by:  
*Tanni Pessler* 3/8/2021 | 11:33:15 AM PST  
 67FA4FE6358A40D...

DocuSigned by:  
*Kevin Loewen* 3/8/2021 | 11:36:01 AM PST  
 ED84E8688CE3414...





420 E Bidwell St  
Folsom, CA 95630  
(916) 608-4455

**PAID  
IN  
FULL**

**INVOICE  
457-36919**

More than fast. More than signs. ®  
fastsigns.com/457

Payment Terms: Cash Customer

Created Date: 3/12/2021

**DESCRIPTION:** 48x72 MDO - Valley View South Park Project Notice

**Bill To:** El Dorado Hills CSD  
1021 Harvard Way  
El Dorado Hills, CA 95762  
US

**Pickup At:** FASTSIGNS  
420 E Bidwell St  
Folsom, CA 95630  
US

**Ordered By:** Ryan Kukkola  
Email: rkukkola@edhcsd.org  
Work Phone: (916) 643-4361

**Salesperson:** Shelley Saddler

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	<b>Set Up</b>	1	\$85.00	\$85.00	\$85.00
1.1	<b>Design Set-Up Fee - Part Qty: 1</b>				
2	<b>MDO</b>	2	\$381.345	\$762.69	\$762.69
2.1	<b>MDO 1/2" - includes painted edges</b>  <b>Part Qty: 1</b> <b>Width: 72.00"</b> <b>Height: 48.00"</b> <b>Sides: 1</b>  <b>Text:</b> Headline being "Valley View South Park". Line under, "El Dorado Hills Community Services District". Concept plan (attached) on left side of sign. on the left of concept plan "Facilities Included: Group Picnic Pavilion, Restroom, 2-5 & 5-12 Play Areas, Bench Nodes, Bicycle Racks, Preserved Open Space, Open Turf Area, Pathway Fitness Nodes". Please include our colored logo on the bottom left, with the KYA Group logo attached on the bottom right. On the bottom of the sign please add "THIS PARK IS BEING BROUGHT TO YOU THROUGH PARK IMPACT FEES". <files/pics in folder>				
3	<b>Skids and Assembly</b>	2	\$466.40	\$932.80	\$932.80
3.1	<b>Catalog - Paint White</b> <b>Part Qty: 1</b>				

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<b>Subtotal:</b>	\$1,780.49
<b>Taxable Amount:</b>	\$1,780.49
<b>Taxes:</b>	\$137.99
<b>Grand Total:</b>	\$1,918.48
<b>Amount Paid:</b>	\$1,918.48
<b>BALANCE DUE:</b>	\$0.00

TRANSACTIONS		
Date	Type	Amount
3/12/2021	Visa (Online) - 2006	\$1,918.48

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