

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

From: Mike Blondino, District Administrator
James Perry, Park Services Manager
Ingrid Penney, Administrative Services Manager

Date: November 16, 2023

Subject: Award the Bid for the Carmichael Park Electronic Reader Board; enter into Contract #23-0007

Introduction Discussion:

At the March 16, 2023 Regular Meeting, the Advisory Board voted to approve and recommend a Capital Project List (CIP) as part of the Recommended Budget for FY2023-24 using funds from Quimby/In-lieu Fees, Fund 088F in the amount of \$65k. The recommendation included an authorization for the District Administrator to initiate Request for Proposals as required or necessary.

On August 2, 2023, the Advisory Board authorized an adjustment, increasing the total project budget to \$70k. In September 2023, the Board of Supervisors adopted the adjustments to Fiscal Year 2023-24 Recommended Budget and CIP. The Carmichael Park Electronic Reader Board was identified on the CIP List using funds from Quimby/In-lieu Fees, Fund 088F.

On October 18, 2023, a Notice – Request for Proposals was sent out to three companies. Bid openings were held on November 8, 2023. The following firm submitted a proposal:

- Ellis & Ellis Sign Systems

Staff performed due diligence, reviewing the bid for responsiveness. The bid received from Ellis & Ellis Sign Systems was complete and slightly over the project budget; however, there are funds available under the District Wide Improvements in the budget and not allocated to a specific project. Each time, staff has gone out for quotes the costs have increased.

The bid items include materials and installation to replace the existing Carmichael Park manual reader board with a 3' X 9' "watchfire" 10mm electronic (LED) reader board, new illuminated 15" X 9' lower section, and to repaint the existing steel structure.

RECOMMENDATION:

Staff recommends approval by the Advisory Board, to award the bid from Ellis & Ellis Sign Systems as the lowest responsible bidder and enter into Contract #23-0007 in the amount of \$70,938 for the Carmichael Park Electronic Reader Board, replacing the existing manual reader board; to use available funds from Quimby/In-lieu fees, Fund #088F, not to exceed \$78,438, representing an increase of \$7,500.00 for the project; delegating authority to the District Administrator or designee to execute the Contract.

Attachments:

Email re the Reader Board
Carmichael Park Wall Agreement
Bid Proposal
Bid Sketch

From: [Mike Blondino](#)
To: [James Perry](#)
Subject: FW: Carmichael Park Reader Board
Date: Thursday, November 2, 2023 7:54:08 AM
Attachments: [image001.png](#)

Mike Blondino

District Administrator

Carmichael Recreation & Park District

Office: (916) 807-9461

mblondino@carmichaelpark.com

Office Hours 7 am – 4 pm

District Office: Mon, Wed, Fri

LSCC-Rm 825: Tues & Thurs



Parks Make Life Better!®

From: Mike Blondino
Sent: Thursday, October 6, 2022 3:01 PM
To: Brandt. Jessica <brandtj@saccounty.gov>
Cc: James Perry <jperry@carmichaelpark.com>
Subject: RE: Carmichael Park Reader Board

Jessica,

This is fantastic news!!!!

We will definitely keep it the same size and have the electrical reviewed. We took it out of the budget awhile ago, but we'll get it back in, as this would be a huge upgrade to us.

Thank you so much for working with us to make this happen!

Mike Blondino

District Administrator

NEW OFFICE NUMBER (916) 807-9461

(916) 485-0805 fax

mblondino@carmichaelpark.com

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From: Brandt. Jessica <brandtj@saccounty.gov>
Sent: Thursday, October 6, 2022 2:30 PM
To: Mike Blondino <mblondino@carmichaelpark.com>

Cc: James Perry <jperry@carmichaelpark.com>

Subject: RE: Carmichael Park Reader Board

Hi Mike,

I've gotten confirmation that if you stay within the confines of the existing sign and just replace the reader board portion with a digital display, that is considered a sign reface, and does not need a design review. You'd still need to go through Building to get the electric reviewed.

Thanks,
Jessica

From: Mike Blondino <mblondino@carmichaelpark.com>

Sent: Wednesday, September 14, 2022 9:17 AM

To: Brandt. Jessica <brandtj@saccounty.net>

Cc: James Perry <jperry@carmichaelpark.com>

Subject: RE: Carmichael Park Reader Board

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hey Jessica!

I'm just checking in to see if you've been able to get any feedback from County staff on the electronic reader board?

Mike Blondino

District Administrator

NEW OFFICE NUMBER (916) 807-9461

(916) 485-0805 fax

mblondino@carmichaelpark.com

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From: Mike Blondino

Sent: Tuesday, August 30, 2022 12:15 PM

To: Brandt. Jessica <brandtj@saccounty.net>

Cc: James Perry <jperry@carmichaelpark.com>

Subject: RE: Carmichael Park Reader Board

Hello Jessica!

Thank you for the update on your end. I'm sorry for the delay in getting back to you. The Chair of the Advisory Board at that time was Mike Koerner. He is now a member on the Parks Foundation so I reached out to him. I think this might help us replace the current board with an electronic version per the agreement with the County and CRPD.

Here are the emails from Mike K after he re-read the agreement.....

Looks like the County has already approved the installation of a computerized reader board on Fair Oaks Blvd. I do remember spending many hours with county transportation folks negotiating this agreement. Our supervisor at the time, Muriel Johnson, wanted to get as much for the district as possible. She asked us for a wish list...among them was the electronic reader board.

My recollection is we were discussing frontage from the old water district/crafts building driveway to the south all the way around Grant to the Vets Building. I think everyone was thinking the reader board would go more to the spot where we currently post signage. The artist was very particular about having his "wall" be the focal point on the corner.

Mike Blondino

District Administrator

NEW OFFICE NUMBER (916) 807-9461

(916) 485-0805 fax

mblondino@carmichaelpark.com

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From: Brandt. Jessica <brandtj@saccounty.net>
Sent: Tuesday, August 30, 2022 8:50 AM
To: Mike Blondino <mblondino@carmichaelpark.com>
Cc: James Perry <jperry@carmichaelpark.com>
Subject: RE: Carmichael Park Reader Board

Hi Mike,

I just wanted to check in on this. Any luck finding more background on the electronic reader board mentioned in the agreement? I reached out to a couple of contacts that were with DOT at this time, and did some work on the Fair Oaks Blvd widening. But, they didn't have any recollection of the negotiations related to the wall, and unfortunately, anyone who would have has since retired.

Thanks,
Jessica

From: Mike Blondino <mblondino@carmichaelpark.com>
Sent: Thursday, July 28, 2022 8:07 AM
To: Brandt. Jessica <brandtj@saccounty.net>
Cc: James Perry <jperry@carmichaelpark.com>
Subject: RE: Carmichael Park Reader Board

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Hello Jessica!

It's been while since we last communicated.

We have come across an agreement between CRPD and the County that we found something interesting in. Its about the Carmichael Wall area, but it includes a line about being allowed to add an electronic reader board. It's # 16. Would this agreement entitle us to be able to place one in the area without going through the costly design review we communicated about?

Mike Blondino

District Administrator

NEW OFFICE NUMBER (916) 807-9461

(916) 485-0805 fax

mblondino@carmichaelpark.com

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From: Brandt. Jessica <brandtj@saccounty.net>

Sent: Friday, January 10, 2020 3:59 PM

To: Mike Blondino <mblondino@carmichaelpark.com>

Cc: James Perry <jperry@carmichaelpark.com>; Haas. Lauren <haasl@saccounty.net>

Subject: RE: Carmichael Park Reader Board

Hi Mike,

Thank you for forwarding these photos. I dug through our old Zoning Codes and confirmed that the maximum size for park identification signs has been 24 square feet since 1987, which is the same as what is allowed under the Special Planning Area ordinance currently. So, unfortunately, that doesn't help.

I took a look at the sign again, and just eyeballing it, I think you may actually be within the 24 square feet for the sign face itself. We can discount the base and frame from the size calculations (just not for the height limit). I made a quick mark up on a PDF of the sign of what would be allowed. If you can confirm that the sign falls within these parameters, you should be good to move forward with the digital reader board without needing any special use permits.

You will need to undertake two reviews; a design review and a building permit, both reviewing the entirety of the sign, as it was installed without permits (i.e., an "as built" permit). The design review is your first stop, and is done through our Planning office. I have copied Lauren Haas of our office who administers the program. She will be your contact when you are ready to submit an application for design review. This sign is subject to an Incidental Design Review, with a processing fee of \$449.35. Review takes approximately two weeks. The application forms and instructions can be found here:

- [Applicant Guide and Checklist for Building Permit/Non-Discretionary Projects](#)
- [Design Review Non-Discretionary Application Form](#)

Your second application will be the sign permit, through the Building Permits and Inspections division. I imagine that your sign contractor could run through this portion (or both) of the process, but if not, I can provide you with a contact in BPI that could help you through the process.

Let me know if I can help any further.

Thank you,
Jessica

From: Mike Blondino <mblondino@carmichaelpark.com>

Sent: Thursday, January 9, 2020 7:31 AM

To: Brandt. Jessica <brandtj@saccounty.net>

Cc: James Perry <jperry@carmichaelpark.com>

Subject: Carmichael Park Reader Board

EXTERNAL EMAIL: If unknown sender, **do not** click links/attachments.

Hello Jessica,

Staff did some digging and here are some pictures with dates. Plus we found an old Work Plan documents showing that the new sign was completed in October 2008.

Let us know if this is helpful and where we need to go from here.

Thank you.

Mike Blondino

District Administrator

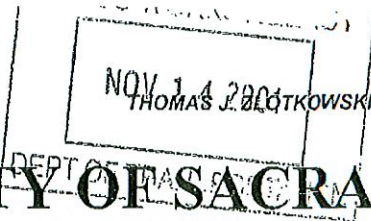
(916) 485-5322 x 28 office

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mblondino@carmichaelpark.com

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WARREN H. HARADA, Administrator
THOMAS J. BLOTKOWSKI, Director, Department of Transportation

COUNTY OF SACRAMENTO PUBLIC WORKS AGENCY

DEPARTMENT OF TRANSPORTATION
906 G Street, Suite 510
Sacramento, California 95814-1812
(916) 874-6291/5966 • Fax No. (916) 874-7831

September 14, 2001

Michael Koerner
Chairperson for the Carmichael
Recreation and Park District Advisory
Board of Directors
5750 Grant Avenue
Carmichael, CA 95608

**SUBJECT: FAIR OAKS TREE MITIGATION AT CARMICHAEL PARK, STREET
IMPROVEMENTS ALONG GRANT AVENUE, DESIGN AND
CONSTRUCTION OF CARMICHAEL PARK MURAL**

Dear Mr. Koerner:

This letter is in reference to the meeting held on May 11, 2001, at Carmichael Park. Present at the meeting were the Advisory Board of Directors for Carmichael Recreation and Park District, Muriel Johnson, District 3 Supervisor, representatives from the Sacramento County Department of Transportation and Hugh Gorman, the artist for the mural.

The Department of Transportation has prepared the attached revised Letter of Understanding (Exhibit A) for your review. The revised letter of understanding incorporates comments provided by the Park District on August 23, 2001. Please review Exhibit A and provide us with your comments. If you have any questions, please contact Dave Franke at (916) 874-6673.

Sincerely,

Theron J. Roschen, Principal Civil Engineer
Department of Transportation

DLF/df

C: Ron Cuppy- Carmichael Park - 5750 Grant Avenue Carmichael, CA 95608-3744
Hugh Gorman, 4141 Temescal St., Fair Oaks, CA 95628
Sheri Noblett
Dave Franke
Justina Conklin

EXHIBIT "A"

Letter of Understanding Between Carmichael Recreation and Park District and County of Sacramento

The County's intention is to widen Fair Oaks Boulevard from 4 lanes to 6 lanes with Class II Bicycle lanes and a center landscaped median. The project limits for this phase of the project are proposed from Engle Road to Marconi Avenue. Construction of this project is tentatively scheduled for Spring 2004. Carmichael Park is located within the project limits.

On April 24, 2001, the Carmichael Recreation and Park District Advisory Board of Directors approved a list of recommendations regarding the proposed wall/mural and the future Fair Oaks Boulevard Widening Project along Carmichael Park. The Advisory Board approved a list of recommendations and requested that they be a part of both projects. On May 11, 2001, the Advisory Board of Directors met with Muriel Johnson, District 3 Supervisor, representatives from the Sacramento County Department of Transportation, and Hugh Gorman, the artist for the mural. The Advisory Board's recommendations are as follows:

- A. Install Mural with lighting – Once installed, Sacramento County is to assume all maintenance and operation costs.
- B. Install New Carmichael Park monument sign.
- C. Install new sidewalk and seating area adjacent to artist's mural
- D. Install new lighted, computer operated marquee reader board.
- E. Install lighting for flag pole
- F. Install new trees behind monument sign and seating area.
- G. Import soil and grade rear of mural on a 1.5" to 1' gradient and plant turf.
- H. Install curb, gutter and sidewalk from Fair Oaks Blvd. to the Carmichael Park Veteran's Memorial Building.
- I. Remove Fair Oaks Blvd. Access driveway to water district building.
- J. Provide replacement trees for those removed; park district will plant and maintain.
- K. Sacramento County to assume all ownership and maintenance of new curbs, gutters and sidewalks along Fair Oaks Boulevard and Grant Avenue.

The County staked the right-of-way for the proposed widening project on May 17, 2001. On May 18, 2001, representatives from the Sacramento County Department of Transportation met with Hugh Gorman at Carmichael Park and discussed the location of the wall. Based on that meeting and the artist's sketch presented at the meeting, the Department of Transportation developed an exhibit for the Carmichael Park mural and surrounding improvements in Carmichael Park. A Letter Of Understanding was prepared and sent to Carmichael Recreation and Park District on June 15, 2001. Representatives from the Sacramento

County Department of Transportation and the artist for the mural attended the Carmichael Recreation and Park District Advisory Board Meeting on July 19, 2001, to discuss the items of the Letter Of Understanding. On August 23, 2001, Carmichael Recreation and Park District Advisory Board of Directors provided comments to the Letter of Understanding. Some of these comments were incorporated into this revised Letter of Understanding.

With the execution of this letter agreement, both parties, The Carmichael Recreation and Park District (hereby known as the District) and the County of Sacramento (hereby known as the County), agree to the following:

Item A, Install mural with lighting.

1. County will develop a set of plans, specifications and estimate for construction of the wall on Carmichael Park as shown on the attached exhibit. The plans shall detail the design and construction specifications of the wall including the installation of plywood form liners by the artist on the forms prior to casting the wall by the Contractor.
2. Lighting will be a part of the plans and specifications and will be installed along with the mural by the County.
3. County will bid the contract under the guidelines of the California Uniform Public Construction Contract Accounting Act (CUPCCAA).
4. County will establish a new contract with Hugh Gorman for completion of the mural. The existing contract was \$20,000 of which \$5,000 has been paid to Hugh Gorman and \$3,000 has been paid to the Arts Commission. Hugh Gorman will be required to submit a new proposal to the County for his services in completing the mural.
5. County will administer the construction contract for the mural.
6. County will provide inspection services for construction of the mural.
7. County will fund design and construction of mural in Carmichael Park as outlined in this agreement.
8. The County will repair to the current state any and all turf and/or irrigation, which are damaged as a result of the construction of the mural.
9. Upon completion of construction of the mural, the County or its contractor shall remove all construction debris.
10. The District hereby agrees to execute at no cost a "Right of Entry" agreement with the County granting the County and the County's contractor the right to enter upon the Park District property to perform the necessary and required work to construct the mural.

Item B, Install New Carmichael Park monument sign.

11. The new Carmichael Park monument sign will be designed, constructed and funded by the District.

Item C, Install new sidewalk and seating area adjacent to artist's mural.

12. Curb, gutter and sidewalk adjacent to the proposed widening of Fair Oaks Boulevard, within Carmichael Park will be designed and constructed by the County as part of the future Fair Oaks Boulevard Widening Project.
13. Improvement of Grant Avenue from Fair Oaks Boulevard to the Veteran's Memorial Building including the installation of curb, gutter and sidewalk on the south side of Grant Avenue. These improvements will be designed and constructed as part of the future Fair Oaks Boulevard Widening Project.
14. The District will dedicate to the County the necessary right-of-way for the future improvements on the Fair Oaks Boulevard frontage as well as the Grant Avenue frontage. This dedicated right-of-way will be to the back of the proposed sidewalk and will include any existing trees and shrubs located within the right-of-way boundary. These trees and shrubs will be removed as a result of the future widening of Fair Oaks Boulevard.
15. Offsite improvements (improvements outside of the proposed right-of-way), including decorative sidewalk, seating area adjacent to mural, and landscape treatment will be designed, constructed and funded by the County during the construction of the Fair Oaks Boulevard widening project. Construction of a six foot wide sidewalk and eighteen foot wide concrete viewing area in front of the wall will be constructed by the County as part of the mural project (see attached drawing).

Item D, Install new lighted, computer operated marquee reader board.

16. Computer operated marquee reader board will be designed, constructed and funded by the District.

Item E, Install lighting for flagpole.

17. Lighting for flagpole will be designed, constructed and funded by the District.

Item F, Install new trees behind monument sign and seating area.

18. Installation of new trees and shrubs behind the monument sign for security shall be designed and installed by the District and funded by the County. The trees and shrubs will be installed at the same time as the mural.

Item G, Import soil and grade rear of mural on a 1.5" to 1' gradient and plant turf.

19. In lieu of import soil and grading rear of mural, County shall install trees and shrubs as described in Item 18.

Item H, Install curb, gutter and sidewalk from Fair Oaks Blvd. to the Carmichael Park Veteran's Memorial Building.

See Item C.


Item I, Remove Fair Oaks Blvd. access driveway to water district building.

20. Removal of the Fair Oaks Blvd. access driveway to the water district building shall be at the discretion of the District. The County will provide a curb cut in the Fair Oaks Boulevard frontage improvements associated with the future widening project for the driveway.

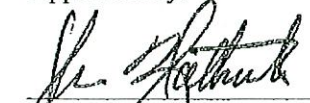
Item J, Provide replacement trees for those removed; park district will plant and maintain.

21. The County shall remove approximately seven (7) existing Modesto Ash trees and one (1) Aleppo pine with the Fair Oaks Boulevard widening project. The trees will be removed at the time of the future Fair Oaks Boulevard widening project.
22. The County shall provide the District eleven (11) 15-gallon trees. The species of the tree shall be mutually agreed upon between the District and the County prior to the time of planting.
23. The District shall plant and maintain the trees in Carmichael Park. The location of the trees shall not conflict with the improvements installed as part of the future Fair Oaks Boulevard widening project and the improvements installed as part of the Carmichael Park Mural.
24. During the construction of the future Fair Oaks Boulevard widening project, a landscape tree-planting plan will be designed and implemented. The plan shall take into account that the County has already mitigated the loss of eight trees in Carmichael Park by providing the District with eleven (11) 15-gallon trees (see Condition #22 above).
25. Mitigation for the removal of any additional trees (beyond those stated in condition #21) as a part of the widening project shall be determined during the environmental process and set forth in the environmental document.
26. Since the District will be planting the trees, the warranty period for the proposed trees shall not apply. Future maintenance of the trees will be the responsibility of the District.

Approved By:


Michael Koerner
Chairperson
Carmichael Recreation and Park District

Approved By:


Thomas J. Zlotkowski, Director
Department of Transportation
County of Sacramento



PROPOSED PAVING TREATMENT

RETAINING WALL & MURAL

PROPOSED CONCRETE TRIM & BENCHES

PLAQUES & LIGHTS

CONCRETE SIDEWALK

PROPOSED PAVING TREATMENT

PROPOSED CURB, GUTTER, & SIDEWALK

GRANT AVE

FAIR OAKS BLVD

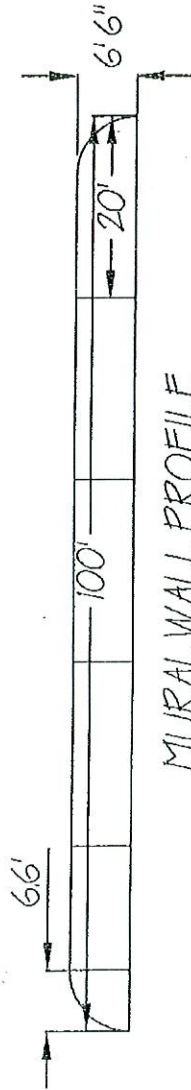
PROPOSED CROSSWALK



COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY
DEPARTMENT OF TRANSPORTATION

CARMICHAEL PARK MURAL
FAIR OAKS BLVD./GRANT AVE.

SCALE: 1"=30'
DATE: 9/01
DRAWN BY: ERV
CHECKED BY: DLF



MURAL WALL PROFILE
(SCALE 1"=20')

Ellis & Ellis Sign Systems
P.O. Box 15770 Sacramento, CA 95852
(916) 924-1936
EIN #: 68-0007793

License #: C-45 545167 / DIR # 100000445
Tax ID: Resale Lic. SS-KH-28-764785
www.ellissigns.com

Quote 9448

Electronic Message Board_rev 5

SALES REP INFO
Mike Torrez
mtorrez@ellissigns.com

QUOTE DATE
01/20/2023
QUOTE EXPIRY DATE
12/29/2023
TERMS
Net 10

ORDERED BY
Carmichael Rec. & Park District
5750 Grant Avenue
Carmichael, Ca 95816

SHIPPING ADDRESS
5750 Grant Avenue
Carmichael, Ca 95816

INSTALL ADDRESS
Carmichael Recreation & Park District
5750 Grant Avenue
Carmichael, Ca 95816

CONTACT INFO
Darren Bewley

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Park District Sign Marquee Sign Fabricated 5'H x 10'W double-sided LED sign cabinet to replace existing. Upper portion of new cabinet to house 3' x 9' Watchfire Twinpak LED display, RGB, wireless, front ventilation. Lower section to have internally illuminated 15"H x 9'W section with Lexan face and applied vinyl copy. New cabinet to fit within existing 8" steel tube structure, tie in to existing electrical. Price includes grinding welds of top trellis structure, sanding and repainting existing steel structure after the old cabinet is removed and before the new one is installed. Weld trellis back into place once new sign has been installed, touch up paint at exposed welds. <p>Prevailing Wage Installation Price shown includes material, fabrication, pre-construction survey, removal of old sign cabinet, repainting of existing structure, installation of new signage, tax, and permits.</p>	1	Unit	\$61,467.84	\$61,467.84	Y
2	Payment and Performance Bond	1	Unit	\$922.02	\$922.02	N
3	Approved Display Upgrade _10mm Hi-Resolution Display Upgrade LED display to 10mm pitch in lieu of base bid 16mm.	1	Unit	\$8,548.17	\$8,548.17	N

CUSTOMER NOTE:

Quoted for clear unobstructed level installation site and clear unobstructed level access to installation location/s for all Ellis & Ellis Sign Systems personnel and equipment.
Installation is quoted for non-union Prevailing Wage.
Concrete patching, lane closures, encroachments, and traffic control are not included.
Ellis & Ellis does not recommend the use of a clear polycarbonate cover over any LED display as it adds heat, inhibits ventilation, and shortens the life expectancy of the LED display, whether front or rear ventilated.

STANDARD TERMS AND CONDITIONS

1. In the event there is a conflict between the terms contained in this Proposal and the Customer's own Contract, the terms of this Proposal will prevail. This quotation is valid for ninety (90) days from the date shown on the front, with delivery within one hundred eighty (180) days of said date. This Agreement may be modified only in writing signed by both parties. These terms and conditions supersede all other prior or contemporaneous agreements, and reference to the prices quoted in this Agreement includes by reference the terms and conditions stated herein.

2. Any changes/cancellations shall be paid by Customer on a time and materials basis at rates prevailing at the time rendered. To be binding, change requests or authorizations must be in writing and signed by both parties.

3. Customer shall bear all responsibility for the collection and/or payment of any applicable taxes, installation, crating, or delivery charges unless specifically included in the quotation. Shipments will be freight collect unless otherwise specifically agreed to. All delivery schedules are made in good faith; however, Contractor cannot guarantee timely delivery in all instances. Contractor shall not be responsible for damages, delays, or losses caused by carriers or for fire, accidents, walkouts, strikes, or other causes beyond its control. Contractor assumes no responsibility of safe delivery of goods by a carrier other than its own. Any and all claims for damage or loss shall be filed directly with the appropriate carrier.

4. Graphics shall remain the property of Contractor until paid for in full by Customer. Customer agrees to execute any security agreement or financing statement with respect to graphics supplied by Contractor as may be requested. All rights are reserved in the art work performed by Contractor.

5. Prices are predicated upon fabrications in accordance with our scheduling priorities. Products and services shall be delivered upon completion of individual components or task. Unless specified otherwise, all products and services are to be completed in a single-phase manner. Any items stored by Contractor shall be at the Customer's expense, payment for which shall be due immediately upon completion and delivery of the item in question. Items stored at locations other than those of Contractor shall be at a Customer's risk and not the responsibility of Contractor.

6. Unless otherwise indicated, products, and services quoted do not include acquisition of necessary special permits, bid or performance bonds, zoning variances, use permits, underwriter's label, A. N. S. I. requirements, or permission under any other permit, zoning, or other local regulations. To the extent that any of these are required, Customer shall acquire them or authorize Contractor to do so by a written change order or separate quotation.

7. Prices are net ten (10) days. Account balances over ten (10) days past due shall be assessed a one and one-half percent (1 1/2%) monthly late charge, together with a one-quarter percent (1/4%) processing and bookkeeping fee. In the event Contractor engages a collection agency or attorney to assist in the collections of sums from Customer, or in the event of any other dispute under this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party its reasonable attorney's fees and costs incurred, over and above any other damages or awards obtained. The parties choose as the jurisdiction for resolving all disputes be the County of Sacramento, State of California.

8. Contractor shall not be responsible for any of the following:
 (1) Primary electrical circuitry from source to graphic. (2) Inaccuracies or inadequacies of information provided by Customer; (3) Changes in price due to a request by Customer to use other than standard type styles, colors, and finishes; (4) Delays due to occurrences out of the control of Contractor. (5) Increase in installation charges due to more than one single trip to the job site; additional trips required for reasons not under the control of Contractor shall be added to the invoice on a time and materials basis at then prevailing rates; (6) Changes required due to soil conditions, architectural elements, or building conditions; (7) Additional expenses incurred because access to installation area is other than under normal conditions; (8) Installation of exterior sign elements below grade other than in normal sandy-clay soil conditions, free of obstructions; (9) Additional costs or delays occasioned by unforeseen underground obstacles, underground utilities, problems with location or lack of proper permits, inaccessibility of installation site, or other geographical or physical conditions not within the control of Contractor; (10) Repair or replacement of damage to landscape occurring in the normal installation of exterior signs; (11) Illumination of signs other than by standard 120 volt 60 Hz current; (12) Additional charges for mounting fasteners; (13) Modification, removal, or storage of existing graphics or architectural features; (14) Inaccuracies or inadequacies of drawings submitted for installation of all items.

9. Contractor reserves the right to modify, without notice, any and all construction fabrication or installation, provided it does not significantly affect the aesthetics or structural integrity of the product or increase the price to Customer.

10. Contractor guarantees work against faulty workmanship or defective materials for twelve (12) months from delivery. Except for normal wear and tear, Contractor shall not be responsible for acts of vandalism, climatic conditions, or abuse of care of the work.

11. ALL IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY ARE SPECIFICALLY EXCLUDED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE SPECIFICALLY INCLUDED IN THE PRECEDING PARAGRAPHS. CUSTOMER'S DAMAGES ARE LIMITED, IN ANY EVENT, WITH REGARD TO REPLACEMENT OR REPAIR OF DEFECTIVE WORK OR MATERIAL. IN NO EVENT SHALL CUSTOMER BE ENTITLED TO RECOVER CONSEQUENTIAL OR OTHER DAMAGES FOR PERSONAL INJURY, PROPERTY LOSS, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF TRADE, LOSS OF CUSTOMERS, LATE DELIVERY, OR INSTALLATION.

12. In the event Customer is in default of the payment of any sums due or other conditions of this Agreement, or under the terms and conditions of any other contract Customer may have with Contractor, Contractor may, at its sole option, defer performance under this Agreement until said default is remedied in full, or Contractor may enter upon any premises where the merchandise contracted for herein may have been installed and remove the same therefrom, with or without notice, and without liability on its part. Termination or suspension of this Agreement, or the retaking of materials under the terms of this paragraph, shall not prejudice nor constitute a waiver on the part of Contractor of a claim for the price of labor and materials furnished or for damages. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835 Goethe Road, Sacramento, CA 95827. Mailing Address: P.O. Box 26000, Sacramento, CA 95826.

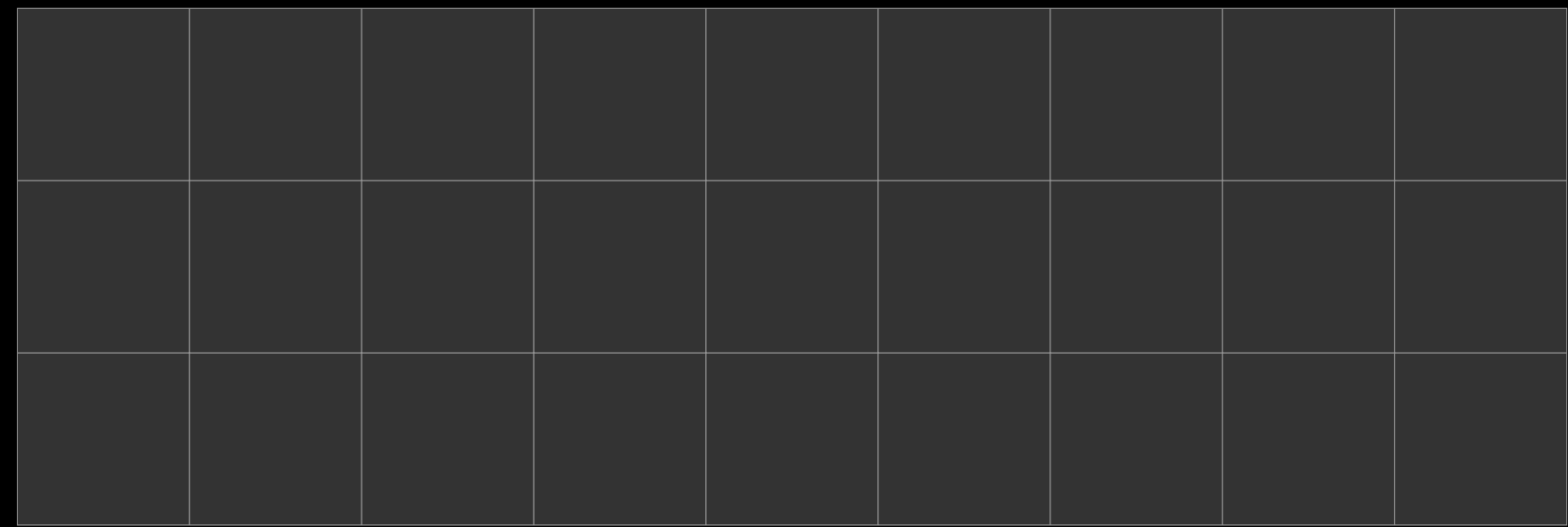
Subtotal:	\$70,938.03
Sales Tax (7.75%):	\$0
Total:	\$70,938.03

Downpayment (50.0 %)

\$35,469.02

SIGNATURE:

DATE:



Carmichael Recreation and Park District
916-485-5322 carmichaelpark.com