



RESOLUTION # 19-06-628

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGEVALE RECREATION & PARK DISTRICT ALLOCATING PARK DEVELOPMENT FEES AND IN-LIEU FEES TO DISTRICT CAPITAL PROJECTS

WHEREAS, the Orangevale Recreation & Park District has accumulated funds in the Park Development Fees Fund (333I) and In-Lieu Trust Account (088C); and

WHEREAS, the Board of Directors of the Orangevale Recreation & Park District have approved the District Master Plan and the yearly capital improvement plans; and

WHEREAS, these specific improvements were budgeted with the intention of using funds from the Park Development Fees Fund and In-Lieu Trust Account; and

WHEREAS, the projects listed below are designated to be funded from the Park Development Fee Fund (332I) and the In-Lieu Trust Account (088C) in the amounts described below:

	<u>332I</u>	<u>088C</u>
Almond Park ADA Pathway Project	\$7,225.00	\$0
Almond Park Tennis Court	\$25,042.00	\$0
Pecan Park Community Trail	\$4,571.51	\$0
Youth Center – ADA Sidewalk & Playground	\$52,500.00	\$0
Youth Center Building Project	<u>\$14,235.69</u>	<u>\$0</u>
Total	\$103,574.20	\$0

NOW, THEREFORE BE IT RESOLVED AND ORDERED by the Board of Directors of the Orangevale Recreation & Park District that \$103,574.20 be transferred from the Park Development Fee Fund (332I), account number 5500000 into the General Fund (332A), Fund Center 9339332, revenue account #95952900 – In Lieu Transfer and \$0 be transferred from the In-Lieu Trust Account (088C) into the General Fund (332A) Fund Center 9339332, revenue account #95952900 – In Lieu Transfer to fund the above projects.

ON A MOTION by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Orangevale Recreation and Park District Board of Directors this 13th day of June 2019 by the following vote to wit.

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED: _____
Chair, Board of Directors

ATTEST: _____
Clerk of the Board

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

STAFF REPORT



DATE: 6-13-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: **APPROVAL OF THE AGREEMENT WITH MEALS ON WHEELS BY ACC (MOW)**

RECOMMENDATION

Approve the Agreement with Meals on Wheels by ACC (MoW) to provide the Senior Nutrition Program at the Orangevale Recreation & Park District Community Center.

BACKGROUND

The District has participated in the Senior Nutrition Program for a number of years. The County contracts administration of the program with Meals on Wheels by ACC to be the managing agent for the Meals on Wheels program. The agreement is the same form approved last year. Staff recommends approval of the agreement and to continue to provide the Meals on Wheels program.

RECOMMENDED MOTION

I move we approve the Agreement with Meals on Wheels by ACC (MoW) to provide the Senior Nutrition Program at the Orangevale Recreation & Park District Community Center and authorize the District Administrator to sign the Agreement.

AGREEMENT

This AGREEMENT is made and entered into as of this 1st day of July, 2019, by and between MEALS ON WHEELS BY ACC (MoW), a tax exempt corporation in the State of California, hereinafter referred to as "MoW", and ORANGEVALE RECREATION AND PARK DISTRICT, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, MoW is the operator of the Elderly Nutrition Program for Sacramento County, for the purpose of providing eligible seniors with wholesome, nutritionally sound meals; and

WHEREAS, CONTRACTOR is dedicated to serving the needs of the community and desires to assist MoW in its program efforts, by providing use of its facilities, 6826 Hazel Avenue, Orangevale, California 95662, hereinafter referred to as "FACILITY" wherein the meals may be served; and

WHEREAS, CONTRACTOR is prepared to provide use of the FACILITY on the terms and conditions set forth in this Agreement and the exhibits which are part of the Agreement; and

WHEREAS, the Chief Executive Officer (CEO) of ACC Senior Services, the managing agent for MoW is authorized to enter into the Agreement on behalf of MoW; and

WHEREAS, MoW and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR and MoW duties and obligations are described in Exhibit A, which is attached hereto and incorporated herein.

II. TIME OF PERFORMANCE

This Agreement shall be for a period commencing July 1, 2019, and ending June 30, 2020.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may, or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO MoW

Amanda Diaz, RDN
Nutrition Services Manager
Meals on Wheels by ACC
7375 Park City Drive
Sacramento CA 95831

TO CONTRACTOR

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

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

V. COMPENSATION

All fees are waived for use of the FACILITY for the delivery of congregate and home delivered meals. There shall be no compensation to either party under this Agreement.

VI. LICENSES AND PERMITS

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate government agencies, including any certification and credentials required by MoW. Failure to maintain the licenses, permits, certificates and credentials shall be deemed a breach of this Agreement and constitutes ground for the termination of this Agreement by MoW.

VII. CONFIDENTIALITY

MoW and CONTRACTOR agree to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the State Department of Social Services Manual of Policies and Procedures to assure that:

- A. All applications and records concerning an individual made in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services or for services provided under this Agreement for which grants-in-aid are received by this State from the Federal Government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
- B. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient. MoW and CONTRACTOR agree to inform all of its employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said state law is a misdemeanor.

VIII. INDEMNIFICATION

- A. MoW shall defend, indemnify and hold harmless CONTRACTOR, its officers, directors, agents, employees, volunteers and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of MoW's officers, directors, agents, employees or subcontractors.

- B. CONTRACTOR shall defend, indemnify and hold harmless MoW, its officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CONTRACTOR's officers, directors, agents, employees or subcontractors.
- C. It is the intention of MoW and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party, responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, MoW Board of Directors and CONTRACTOR's subcontractors. It is also the intention of MoW and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, and employees, volunteers, MoW Board of Directors and CONTRACTOR's subcontractors.

IX. INSURANCE PROVISIONS

- A. CONTRACTOR and MoW agree that each are adequately insured with respect to the terms and provisions of this Agreement.
- B. Prior to the execution of this Agreement and prior to commencement of any work, MoW and CONTRACTOR shall furnish the other with letters of insurance or a certificate in the amount not less than the minimum amount of insurance coverage stated herein. Approval of insurance by CONTRACTOR and MoW shall not decrease nor relieve either party of any liability.
- C. CONTRACTOR and MoW will each inform the other with an advance notice of thirty (30) days should pending changes to either insurance program imperil the protection afforded by their present programs.
- D. CONTRACTOR and MoW shall each maintain insurance or self-insurance in the following minimum coverage and minimum limits:
 - 1. Worker's Compensation at statutory requirements.
 - 2. Employer's Liability at \$1,000,000 per accident for bodily injury including death or disease.
 - 3. Commercial General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$50,000
 - 4. Commercial Auto Liability at \$1,000,000 combined single limit, including owned, leased, hired and borrowed vehicles.

X. AMENDMENTS AND WAIVER

Except as provided herein, no alteration, amendment, variation or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon MoW unless agreed in writing by CONTRACTOR and MoW.

XI. EXTENSION OF TIME

MoW may, for good cause, request extensions of time to perform the services required hereunder. Such changes must be by written amendment executed by both parties.

XII. ASSIGNABILITY

MoW shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the CONTRACTOR, which will not be reasonably withheld.

XIII. TERMINATION

- A. MoW may terminate this Agreement without cause upon thirty (30) days written notice to CONTRACTOR. Notice shall be deemed served on the date of mailing.
- B. CONTRACTOR may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- C. MoW may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR:
 - 1. If advised that funds are not available from external sources for this Agreement or for any portion thereof, or
 - 2. If funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State, or
 - 3. If funds in MoW's yearly proposed and final budget are not appropriated by MoW for this Agreement or any portion thereof; or
 - 4. If funds that were previously appropriated for this Agreement are reduced, eliminated and/or re-allocated by MoW as a result of mid-year budget reductions.

XIV. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. MoW shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

XV. SEVERABILITY

If any term or condition of this Agreement, or the application thereof, to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

XVI. FORCE MAJEURE

Neither CONTRACTOR nor MoW shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XVII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

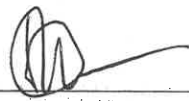
XVIII. DUPLICATE OF TERMS

The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the day and year first written above.

MEALS ON WHEELS BY ACC
a tax exempt Corporation in the State of California

ORANGEVALE RECREATION AND PARK DISTRICT

By 
Darrick Lam, MSW, MBA
CEO of ACC Senior Services,
and the Managing Agent for
Meals on Wheels by ACC

By _____
Greg Foell
District Administrator
Orangevale Recreation and Park District

Date 5/17/19

Date _____

“MoW”

“CONTRACTOR”

**EXHIBIT A
DUTIES AND OBLIGATIONS**

I. SERVICE LOCATION(S)

FACILITY NAME: Orangevale Recreation and Park District
ADDRESS: 6826 Hazel Avenue
CITY AND ZIP CODE: Orangevale, California 95662

II. DESCRIPTION OF SERVICES AND OBLIGATIONS

A. CONTRACTOR'S SERVICES AND OBLIGATIONS

1. CONTRACTOR grants to MoW a license to use its facilities at 6826 Hazel Avenue, Sacramento, California 95662 hereinafter referred to as "FACILITY", for the purpose of providing congregate meals prepared by MoW. CONTRACTOR acknowledges that meals delivered by MoW are for on-site consumption by persons eligible for the Elderly Nutrition Program, Tuesday, Wednesday and Thursday between the hours of 10:00 a.m. to 12:30 p.m.
2. CONTRACTOR reserves the right to cancel use of FACILITY for meal service, at least five (5) business days' advance notice to MoW for no more than a total of five (5) regular serving days per year for special FACILITY activities, maintenance or repairs.
3. CONTRACTOR at its own expense is required to obtain and maintain in good standing a Commissary Health Permit issued by the County of Sacramento Environmental Management Department (EMD). Failure to obtain or maintain a permit in good standing will result in discontinuance of FACILITY as a congregate meal site and is cause for terminating this Agreement.
4. CONTRACTOR will ensure FACILITY complies with MoW policy for all food handlers to have adequate knowledge of and be properly trained in food safety as it relates to their assigned duties.
5. CONTRACTOR agrees to call MoW office on the day(s) and time assigned by MoW to provide the meal reservation numbers for the next delivery.
6. CONTRACTOR grants to MoW the use of its parking facilities for activities associated with providing congregate meals, including use by MoW program participants.
7. CONTRACTOR will provide such tables and chairs and other equipment as it presently has available for use at FACILITY by MoW.
8. CONTRACTOR will provide janitorial services required for the overall upkeep of the FACILITY and will set up the tables and chairs within the FACILITY.

9. CONTRACTOR will provide the FACILITY and monthly utilities at no cost to MoW.
10. CONTRACTOR shall provide a food service dedicated staff with Food Safety knowledge to serve the nutrition program. CONTRACTOR shall notify MoW of changes of Food Service Staff.
11. CONTRACTOR will ensure that the FACILITY complies with State and local fire, health, zoning and building codes. CONTRACTOR shall permit MoW to inspect FACILITY on at least a quarterly basis.
12. CONTRACTOR will be responsible for taking the temperatures of hot foods and cold foods and heating the frozen meals to the appropriate temperature (165 degrees Fahrenheit) prior to receipt by MoW program participants.
13. CONTRACTOR agrees to comply with and participate in bi-annual training on such topics as food handling, sanitation, and meal program policies and procedures. Missing more than one training meeting a year is a cause for termination of the Agreement.
14. CONTRACTOR will provide locked storage space for nutrition program supplies.
15. CONTRACTOR agrees to comply with all California Department of Aging and Area Agency on Aging\4 regulations related to timely record keeping and reporting.
16. CONTRACTOR agrees to post all required documents for the participants to view, such as the monthly menu, suggested donation amount sign, sign for not removing food from the dining room, hand washing sign and any related notices.
17. CONTRACTOR will be responsible for designating an individual to count, with another person, the daily nutrition program donations, keeping the donations in a secure place overnight, and sending the donations to MoW every week with the delivery driver in a locked bank bag.
18. CONTRACTOR is responsible for ordering paper supplies and chemicals as needed for the nutrition program in advance of needing the supplies.
19. CONTRACTOR is responsible for setting up and cleaning up of the FACILITY to serve MoW congregate meals. This includes sanitizing tabletops, kitchen counter tops, sinks, and sweeping and cleaning any spills made by MoW program participants. Any furniture that has been moved will be restored to the original location. At all times, any furniture that is moved must be carried, not dragged across the floors.

B. MoW's SERVICES AND OBLIGATIONS

1. MoW agrees to deliver the meals on scheduled weekdays for receipt by eligible participants and other eligible persons on service days that FACILITY is open.
2. MoW will provide, for consumption of MoW delivered meals and used by participating participants, plastic spoons, forks, knives, napkins, placemats, plates, bowls, cups, straws, hot pads, salt and pepper, as needed.
3. MoW staff will provide training for food handlers as needed to assure staff and volunteers are in compliance with CalCode Regulations.
4. MoW will inspect for compliance quarterly to ensure FACILITY and congregate meal services comply with the requirements of the California Retail Food Code (CalCode).
5. MoW will inspect the day to day operation of the congregate meal FACILITY, as needed.

STAFF REPORT



DATE: 6-13-19

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVE THE PROPOSAL FROM S.E. TECHNOLOGIES, INC. TO PROVIDE FIRE ALARM PANEL REPLACEMENT AND FIRE/SECURITY MONITORING FOR THE COMMUNITY CENTER, ACTIVITY BUILDING AND SWIMMING POOL AT ORANGEVALE COMMUNITY CENTER PARK

RECOMMENDATION

Approve the proposal from S.E. Technologies, Inc. to provide fire alarm panel replacement and fire/security monitoring for the Orangevale Community Center, Activity Building and Swimming Pool at Orangevale Community Center Park.

BACKGROUND

The District's fire alarm panel at the Orangevale Community Center is antiquated and is giving false error messages. The District has received four bids to replace the existing equipment and provide ongoing monitoring services to the District. Staff recommends accepting the low bid from S.E. Technologies, Inc. for both equipment replacement and monthly monitoring service.

	<u>Equipment Replacement</u>	<u>Monitoring – OCC, AB, SP</u>
S.E. Technologies, Inc.	\$8,688.00	\$145.00/mo
ADT – Protection 1	\$11,759.00	\$140.95/mo
Johnson Controls	\$13,153.00	
Bay Alarm	\$21,575.00	\$260.00/mo

RECOMMENDED MOTION

I move we approve the proposal from S.E. Technologies, Inc. to provide fire alarm panel replacement and fire/security monitoring for the Orangevale Community Center, Activity Building and Swimming Pool at Orangevale Community Center Park.

S. E. Technologies, Inc.

C10 Lic # 757271 CA Lic # ACO 5396 CA Small Business #1582320 DIR #1000001580
P.O. Box 60615
Sacramento, CA 95860
(916) 487-5484
Fax: (916) 570-2347

PROPOSAL

April 10, 2019

To: Orangevale Recreation & Park Dist.
Attn: Greg Foell/Jason Bain
Subj: Orangevale Community Center – Fire Alarm Replacement

S. E. Technologies, Inc. is pleased to submit this proposal for Replacement of the Fire Alarm System at Orangevale Community Center, located at 6826 Hazel Avenue, Orangevale CA 95662. S.E. Technologies, Inc. to provide the following services:

- 1.) Replacement of existing Simplex Fire Panel with Silent Knight 6820EVS addressable Fire Alarm Control and Emergency Voice Evacuation System Panel.
- 2.) Replace existing Detectors and Modules and install the following:
 - a.) Thirteen (13) Smoke Detectors
 - b.) Five (5) Monitor Modules
 - c.) Two (2) Control Relays
- 3.) Existing Speaker/Strobes, Waterflow Switch , PIV Switch, and Door Holders to be connected to new system.
- 4.) If Existing Speaker/Strobes,Door Holders,Waterflow Switch and PIV Switch are not in Proper working order, S.E. Technologies, Inc. to replace such equipment at an additional cost at Time & Materials charges.
- 5.) S.E. Technologies, Inc. to provide Drawings,Submittals and Retain Permit, Perform testing of system, and provide a Record of Completion for the Fire Alarm System.

*** Customer to be responsible for any/all Permit Fees. ***

S.E. Technologies, Inc. to provide these services for the sum of \$8,688.00

Sincerely,

Larry Staub
S. E. Technologies, Inc.

ACCEPTANCE

X _____ Title

 Name

X _____ Date

 Printed Name

Note: This proposal may be withdrawn by Seller if not accepted with in 90 days.

S. E. Technologies, Inc.

C10 Lic # 757271 CA Lic # ACO 5396 CA Small Business #1582320 DIR #1000001580
P.O. Box 60615
Sacramento, CA 95860
(916) 487-5484
Fax: (916) 570-2347

PROPOSAL

April 15, 2019

To: Orangevale Recreation & Park Dist.
Attn: Greg Foell/Jason Bain
Subj: Orangevale Community Center – Fire Alarm Monitoring

S. E. Technologies, Inc. is pleased to submit this proposal for Monitoring of the Fire Alarm System at Orangevale Community Center, located at 6826 Hazel Avenue, Orangevale CA 95662. S.E. Technologies, Inc. to provide the following services:

- 1.) Install One (1) Bosch B465 Dual Path Communicator for Network Communication.N/C
- 2.) Install One (1) Bosch B444 Cellular Card for Back-up Transmission.N/C
- 3.) Program New Fire Alarm System to Communicate via Network/Cellular Transmission to Central Station.N/C (Existing Telephone Line can be Deactivated)
- 4.) S.E. Technologies, Inc to Provide Network Connection to the Panel.N/C
- 5.) S.E. Technologies, Inc. to provide Monitoring at Local UL #S8219-1 Central Station for Fire Activation Zones, Supervisory and Trouble Alerts, Network Failure, One (1) A/C Power Failure Zone, One (1) Low Battery Zone, and Appropriate Restoral Zones for the sum of Fifty-Five (\$55.00) dollars per month, billed Quarterly.
N/C=No Charge

**** Customer responsible for Network Configuration with Port 7700 configured to Central Station to be located at the Fire Alarm Panel. Customer is Responsible for all Applicable recurring charges associated with the Network connection, including Firewalls and Port Connection to Central Station. ****

Sincerely,

Larry Staub
S. E. Technologies, Inc.

ACCEPTANCE

X _____
Name Title

X _____
Printed Name Date

Note: This proposal may be withdrawn by Seller if not accepted with in 90 days.

S. E. Technologies, Inc.

C10 Lic # 757271 CA Lic # ACO 5396 CA Small Business #1582320 DIR #1000001580

P.O. Box 60615
Sacramento, CA 95860
(916) 487-5484
Fax: (916) 570-2347

PROPOSAL

April 15, 2019

To: Orangevale Recreation & Park Dist.
Attn: Greg Foell/Jason Bain
Subj: Orangevale Community Center – Security Alarm Monitoring

S. E. Technologies, Inc. is pleased to submit this proposal for Monitoring of the Security Alarm System at Orangevale Community Center and Building Offices, located at 6826 Hazel Avenue, Orangevale CA 95662. S.E. Technologies, Inc. to provide the following services:

- 1.) Reprogram existing Radionics D7212 for monitoring of system at local UL listed Central Station.No Charge.
- 2.) S.E. Technologies, Inc. to perform a Test of Security System.No Charge
- 3.) S.E. Technologies, Inc. to provide Monitoring at Local UL #S8219-1 Central Station for Burglar Activation Zones, One (1) A/C Power Failure Zone, One (1) Low Battery Zone, and Appropriate Restoral Zones for the sum of Forty-Five (\$45.00) dollars per month, billed Quarterly.

Sincerely,

Larry Staub
S. E. Technologies, Inc.

ACCEPTANCE

X _____
Name Title

X _____
Printed Name Date

Note: This proposal may be withdrawn by Seller if not accepted with in 90 days.

S. E. Technologies, Inc.

C10 Lic # 757271 CA Lic # ACO 5396 CA Small Business #1582320 DIR #1000001580
P.O. Box 60615
Sacramento, CA 95860
(916) 487-5484
Fax: (916) 570-2347

PROPOSAL

April 15, 2019

To: Orangevale Recreation & Park Dist.
Attn: Greg Foell/Jason Bain
Subj: Orangevale Community Center – Security Alarm Monitoring – Pool Building

S. E. Technologies, Inc. is pleased to submit this proposal for Monitoring of the Security Alarm System at Orangevale Community Center –Pool Building, located at 6826 Hazel Avenue, Orangevale CA 95662. S.E. Technologies, Inc. to provide the following services:

- 1.) Reprogram existing Radionics D7412G for monitoring of system at local UL listed Central Station.No Charge
- 2.) S.E. Technologies, Inc. to perform a Test of Security System.No Charge
- 3.) S.E. Technologies, Inc. to provide Monitoring at Local UL #S8219-1 Central Station for Burglar Activation Zones, One (1) A/C Power Failure Zone, One (1) Low Battery Zone, and Appropriate Restoral Zones for the sum of Forty-Five (\$45.00) dollars per month, billed Quarterly.

Sincerely,

Larry Staub
S. E. Technologies, Inc.

ACCEPTANCE

X _____ Title
Name
X _____ Date
Printed Name

Note: This proposal may be withdrawn by Seller if not accepted with in 90 days.

✓ A BETTER CHOICE FOR YOU

Commercial Security Proposal

Proposal prepared for:

ORANGEVALE RECREATION & PARK DISTRICT

Presented by:

Jim Sniadecki

| 3/5/2019

Sales Agreement ID: 890532572



Equipment and Investment Statement for: FIRE ALARM SYSTEM PROPOSAL

Site: ORANGEVALE RECREATION & PARK DISTRICT, 6826 HAZEL AVENUE,
Information: ORANGEVALE, GA 95662

Equipment List:

Quantity	Description
400'	14/2 SOL FPLP 5C RL RED
300'	18/2 SOL FPLP 5C BX RED
200'	18/4 SOL FPLP 1M BX RED
1	Remote Lcd Annunciator Red
1	Pull Station Addressable
10	Addressable Cntrl Relay Module
6	Addressable Mini-Mntr Module
1	50 Point Addressable Facp
13	Addressable Photo Detector; White
1	The DocBox - (for Fire Alarm Testing, Maintenance, & As-built Documentation Storage)
1	Cellular Communicator For Es-50X & Es-200X
12	Horn Strobe 2W Red Wall
5	Strobe Red Wall
2	BATTERY 12V-12AH SEALED LEAD ACID WITH F2 TERMINAL (#86560)

CONNECTION TO, BUT PROVIDED BY OTHERS:

- 1 – WATERFLOW SWITCH
- 1 – B-FLY SWITCH
- 7 – DOOR HOLDER / ROLL DOWN DOORS
- 4 – DUCTSMOKE DETECTOR

Recurring Services:

Description	Amount
Extended Service Plan	\$39.54
Inspections	\$51.05
Lease Fee	\$183.51
Monitoring	\$20.85
Signaling	\$30.00

Sub Total Monthly Charge: \$324.95

Summary of Charges for: FIRE ALARM SYSTEM PROPOSAL - LEASE	
Total Installation Price*	\$4,519.00

Total Monthly Recurring Services Charges*

\$324.95

*Plus applicable tax

FIRE ALARM SYSTEM PROPOSAL – OUTRIGHT SALE

Total Equipment & Installation Price* \$11,759.00

Total Monthly Recurring Services Charges* \$140.95



4650 Beloit Dr
SACRAMENTO, CA 95838-2426
(916) 283 0300
FAX: (916) 920 2777

Johnson Controls Quotation

TO:
Orangevale Parks & Rec
6826 HAZEL AVE
ORANGEVALE, CA 95662-3445
Attn: Jason Bain
(916) 988-4373 EXT(____) Fax:

Project: Orangevale Comm. Ctr - FACP
Customer Reference: Orangevale Comm. Ctr - FACP
Johnson Controls Reference: 455423999
Date: 02/08/2019
Page 1 of 7

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Comments

JCI is pleased to offer the following Turnkey proposal for the Fire Alarm System Modifications at Orangevale Community Center.

Simplex 4002 Migration to Simplex 4007ES (BASE BID) \$13,153.00

JCI shall provide a migration upgrade to replace the existing Simplex 4002 Fire Alarm Control Panel with a new Simplex 4007ES. JCI shall remove the old Simplex 4002 FACP and shall replace with a new Simplex 4007ES backbox and Fire Alarm Control Panel. The new Simplex Panel shall be provided with a new CPU/Display & new batteries. All field peripheral devices (smokes, heats, pull stations, speakers/strobes) shall remain with no changes and will be fully compatible with the new Simplex 4007ES for the existing Building. This is a panel replacement and upgrade only. All other functions shall remain the same. This upgrade will still require a full pre-test and final test for the entire building. The Fire Alarm Control Panel is expanable and scalable for future changes or improvements. This panel is capable of performing the current fire alarm zones and is also capable to perform addressable detection.

ADD OPTION #1 (UPGRADE EXISTING DEVICES TO ADDRESSABLE) \$8,194.00

JCI shall remove and replace the existing hardwired initiation devices only, (smoke & heat sensors, pull stations). JCI shall replace them like for like in the same location using the existing wire with new Addressable Devices and connecting them to the new Simplex 4007ES FACP. JCI shall also replace the existing duct smoke sensors with new and install them in the proper weatherproof enclosure. These will be the same type and currently installed and shall remain as a zone on the new FACP. Further the existing Fire Sprinkler Riser zones shall also be maintained on the new system. The existing notification (speaker/strobes) shall remain with no changes and will be fully compatible with the new Simplex 4007ES.

This upgrade will now convert the Community Center from Hardwired Zones to a Fully Addressable Fire Alarm System for the Simplex initiation devices. The upgrade shall also require full system pre-test and final test for the entire building. The labor associated with this system test has already been provided for in the Base Bid. No additional labor has been added for testing. This adder is just for the additional material and labor to swap out the devices and provide for the

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

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SACRAMENTO BRANCH
3475 Orange Grove Avenue
North Highlands, CA 95660
Direct: (916) 919-6924



ORANGEVALE RECREATION & PARK DISTRICT

6826 HAZEL AVE ORANGEVALE, CA 95662

Scope of Work:

Bay Alarm to install (3) new Burglar Alarm Systems for Orangevale Recreation & Park District listed at 6826 Hazel Ave Orangevale, CA 95662. Bay Alarm will program each of the (2) Burglar Alarm Systems to be monitored by Bay Alarm's UL Listed, privately owned central station. This proposal is based on connecting to the existing Door Contacts and Replacing the Motion Detectors, Bay Alarm will make every effort to use existing wiring but if the wire is found to be faulty Bay Alarm will have to replace it which will result in a change in price. Proposal based on 60 month agreement.

Burglar Alarm Communication:

Bay Alarm will install an approved Burglar Alarm Cellular Communicator at each of the (3) new Burglar Alarm System's that will eliminate the need for analog telephone lines per building. This cellular communication technology is included in each of the below proposed monthly monitoring rates.

Bay Alarm To Provide:

Full Service Warranty – Bay Alarm will full service all equipment which states that Bay Alarm will replace, repair, and/or service all equipment at no cost to user. This service warranty is in place throughout the entire agreement term.

Bay Alarm Application- Allow you to control the system from your phone, tablet or computer. Arm/Disarm the system, add and delete users and keeps a time stamp of when system is used



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ORANGEVALE RECREATION & PARK DISTRICT

6826 HAZEL AVE ORANGEVALE, CA 95662

Pool Building

Bay Alarm To Install:

- (1) DMP Burglar Alarm Control Panel
- (1) DMP Cellular Communicator
- (1) Keypad
- (2) Motion Detectors
- (1) Siren

Bay Alarm To Connect to:

- (6) Door Contacts

Pricing Summary Based Upon 60 Month Agreement (Bay Retained):

One Time Installation Cost:	\$ 100.00
Burglar Alarm Monitoring, Radio Communication, Full Service Warranties:	\$ 50.00/month

Outright Purchase:

One Time Installation Cost:	\$ 975.00
Burglar Alarm Monitoring, Radio Communication:	\$ 35.00/month

***SERVICE TO BE PREFORMED ON A TIME AND MATIERAL BASIS**



SACRAMENTO BRANCH
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 North Highlands, CA 95660
 Direct: (916) 919-6924



ORANGEVALE RECREATION & PARK DISTRICT

Main Building

Bay Alarm To Install:

- (1) DMP Burglar Alarm Control Panel
- (1) DMP Cellular Communicator
- (1) Keypad
- (6) Motion Detectors
- (1) Siren
- (1) Zone Expander

Bay Alarm To Connect to:

All Door Contacts

Pricing Summary Based Upon 60 Month Agreement (Bay Retained):

One Time Installation Cost:	\$ 850.00
Burglar Alarm Monitoring, Radio Communication, Full Service Warranties:	\$ 65.00/month

Outright Purchase:

One Time Installation Cost:	\$ 2,200.00
Burglar Alarm Monitoring, Radio Communication:	\$ 40.00/month

***SERVICE TO BE PREFORMED ON A TIME AND MATIERAL BASIS**



SACRAMENTO BRANCH
 3475 Orange Grove Avenue
 North Highlands, CA 95660
 Direct: (916) 919-6924



ORANGEVALE RECREATION & PARK DISTRICT

Activity Building

Bay Alarm To Install:

- (1) DMP Burglar Alarm Control Panel
- (1) DMP Cellular Communicator
- (1) Keypad
- (4) Motion Detectors
- (1) Siren
- (1) Zone Expander

Bay Alarm To Connect to:

All Door Contacts

Pricing Summary Based Upon 60 Month Agreement (Bay Retained):

One Time Installation Cost:	\$ 700.00
Burglar Alarm Monitoring, Radio Communication, Full Service Warranties:	\$ 50.00/month

Outright Purchase:

One Time Installation Cost:	\$ 1,700.00
Burglar Alarm Monitoring, Radio Communication:	\$ 40.00/month

***SERVICE TO BE PERFORMED ON A TIME AND MATERIAL BASIS**



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North Highlands, CA 95660
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ORANGEVALE RECREATION & PARK DISTRICT

6826 HAZEL AVE ORANGEVALE, CA 95662

Scope of Work:

Bay Alarm to install (2) new Fire Alarm Systems for Orangevale Recreation & Park District listed at 6826 Hazel Ave Orangevale, CA 95662. Bay Alarm will program each of the (2) Fire Alarm Systems to be monitored by Bay Alarm's UL Listed, privately owned central station. Bay Alarm will provide the ongoing Fire Alarm monitoring and required semi-annual NFPA 72 test and inspections per NFPA California Fire Code. Bay Alarm will draft, review, and submit both (2) Fire Alarm System's fire alarm plans to the City of Sacramento Fire Dept. which must be approved before installation begins. Every effort has been made to ensure that this fire alarm design meets all current codes and local AHJ requirements, however, any additional equipment required by the AHJ after plan review will be at an additional cost. Proposal based on 60 month agreement.

Fire Alarm Communication:

Bay Alarm will install an approved NFPA Fire Alarm Cellular Communicator at each of the (2) new Fire Alarm System's that will eliminate the need for two (2) analog telephone lines per building. This cellular communication technology is included in each of the below proposed monthly monitoring rates.

Bay Alarm To Provide:

Full Service Warranty – Bay Alarm will full service all equipment which states that Bay Alarm will replace, repair, and/or service all equipment at no cost to user. This service warranty is in place throughout the entire agreement term.

-NFPA 72 Fire Alarm Inspections - Semi-Annual Fire Alarm Inspections (required by California Fire Code)

-Approved Fire Alarm Shop Drawings - Sacramento City Fire Department

Customer To Provide For Each Building:

-Dedicated 120VAC Circuit For Fire Panel Power

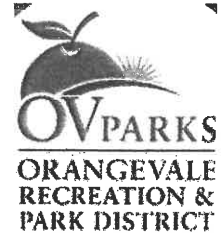
-Mountable Wall Plywood for mounting Fire Panel in telco room

Customer To Billed Separately:

Fire Alarm Permit Fees From Sac Metro Fire Department



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 3475 Orange Grove Avenue
 North Highlands, CA 95660
 Direct: (916) 919-6924



ORANGEVALE RECREATION & PARK DISTRICT

6826 HAZEL AVE ORANGEVALE, CA 95662

Activity Building

Bay Alarm To Install:

- (1) DMP Fire Alarm Cellular Communicator
- (1) Fire Lite Addressable Mini-Monitor Module
- (1) 12 Volt 7-Amp Battery
- (1) Fire Alarm Circuit Breaker Lock out Kit
- (1) Fire Alarm Document Cabinet

Bay Alarm To Provide:

- NFPA 72 Fire Alarm Inspections
- Fire Alarm Shop Drawings
- UL Certification

Customer To Provide:

- Dedicated 120VAC Circuit For Fire Panel Power
- Mountable Wall Plywood for mounting Fire Panel in telco room

Pricing Summary Based Upon 60 Month Agreement (Bay Retained):

One Time Installation Cost:	\$ 800.00
Fire Alarm Monitoring, Radio Communication, NFPA 72, Full Service Warranties:	\$ 50.00/month

Outright Purchase:

One Time Installation Cost:	\$ 1,700.00
Fire Alarm Monitoring, Radio Communication, NFPA 72:	\$ 30.00/month

***SERVICE TO BE PERFORMED ON A TIME AND MATERIAL BASIS**



SACRAMENTO BRANCH
 3475 Orange Grove Avenue
 North Highlands, CA 95660
 Direct: (916) 919-6924



ORANGEVALE RECREATION & PARK DISTRICT

Option 1 For Main Building- "Conventional System"

Bay Alarm To Install:

- (1) Fire Lite Fire Alarm Control Panel
- (1) DMP Fire Alarm Communicator
- (1) Fire Lite Emergency Voice Command Center
- (1) Circuit Expander
- (9) Smoke Detectors
- (1) Supervision Relay
- (1) Heat Detector
- (11) Manual Pull Stations
- (15) Wall Mount Speaker Strobe
- (4) Wall Mount Strobes
- (1) Fire Alarm circuit Breaker Lock Kit
- (1) Document Cabinet
- (15) System Sensor Wall Trim Ring
- (5) System Sensor Speaker/Strobe wall mount back box
- (11) STI Stopper Manual Fire Alarm Box Cover With Horn

Bay Alarm To Provide:

- NFPA 72 Fire Alarm Inspections
- Fire Alarm Shop Drawings
- UL Certification

Customer To Provide:

- Dedicated 120VAC Circuit For Fire Panel Power
- Mountable Wall Plywood for mounting Fire Panel in telco room

Pricing Summary Based Upon 60 Month Agreement (Bay Retained):

One Time Installation Cost:	\$ 8,500.00
Fire Alarm Monitoring, Radio Communication, NFPA 72, Full Service Warranties:	\$ 350.00/month

Outright Purchase:

One Time Installation Cost:	\$ 15,000.00
Fire Alarm Monitoring, Radio Communication, NFPA 72:	\$ 115.00/month

***SERVICE TO BE PERFORMED ON A TIME AND MATIERAL BASIS**

STAFF REPORT



DATE: 6-13-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE AGREEMENT WITH EXCLUSIVE EXTERIORS TO CONSTRUCT AN IRRIGATION SYSTEM AROUND THE EXPANDED PLAYGROUND AT THE YOUTH CENTER PARK IN THE AMOUNT OF \$8,219.

RECOMMENDATION

Approve the Agreement with Exclusive Exteriors to construct an irrigation system around the expanded playground at the Youth Center Park in the amount of \$8,219.

BACKGROUND

The District recently completed a project to expand the Youth Center Park playground area. The irrigation around the area needs to be reconstructed with water efficient design. The playground project was included in the 2018/19 Fiscal Budget. Two quotes were received for the work as listed below. Staff recommends approval of the low bid with Exclusive Exteriors in the amount of \$8,219 to complete the project.

	<u>Bid</u>
Exclusive Exteriors	\$8,219
Landscapes by Cochran, Inc.	\$10,375

RECOMMENDED MOTION

I move we approve the Agreement with Exclusive Exteriors to construct an irrigation system around the expanded playground at the Youth Center Park in the amount of \$8,219 and authorize the District Administrator to execute the agreement.

Exclusive Exteriors

**P.O. Box 469
Orangevale, CA 95662**

987-8426

May 31, 2019

Greg Foell
ORPD
Orangevale, Ca

re: ORPD Youth Center irrigation bid

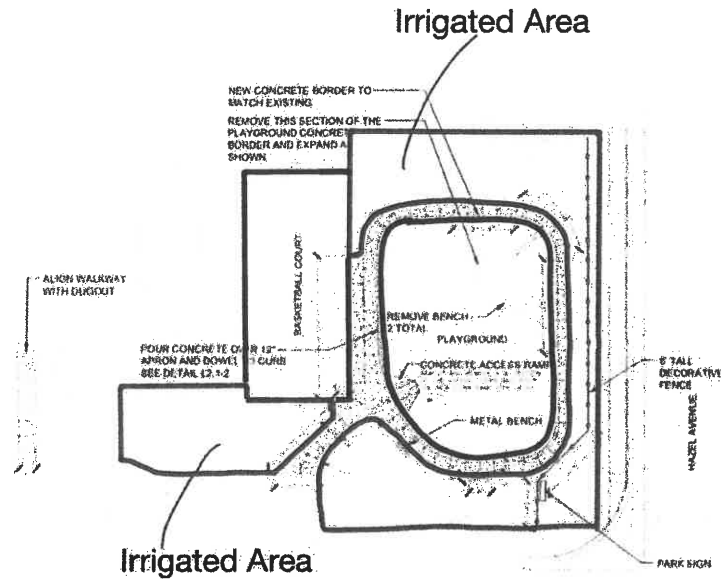
-Install 3 irrigation zones around new playground area using existing valves and timer: 1 1/4" schd 40 PVC main line, 3/4" schd 40 PVC lateral lines and Hunter PSOU4 bodies with MP Rotator nozzles, necessary trenching, installation and backfilling

\$6531.00

Option: Rework heads and PVC lines for 1 zone that are outside of the fenced area around the playground using the same materials above.

\$1688.00

Thank you,
Rory Merrill



Youth Center Park Irrigation

Hazel Ave
Orangevale ca 95662

Submitted By:

Landscapes By Cochran Inc

9267 Greenback Ln
Suite C8

Orangevale CA 95662

Office: (916) 757-2524

landscapesbycochran.office@gmail.com

www.sacramentolandscapcontractor.com

CA# 966701

Landscapes By Cochran Inc
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 Orangevale CA 95662
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 www.sacramentolandscapcontractor.com
 CA# 966701

Landscape Project

Customer

Greg Foell
 Orangevale Parks Dept
 6826 Hazel Ave
 Orangevale ca 95662
 Mobile: (916) 880-6617
 Greg@ovparks.com

Job Name Youth Center Park Irrigation
 Job Number 368
 Issue Date May 29, 2019
 Valid Until June 28, 2019

Job Site

Youth Center Park
 Hazel Ave
 Orangevale ca 95662

Landscape Installation Proposal

Item	Quantity	Amount
Trencher <i>Trencher Equipment Per Day</i>	2 day	\$625.00
PVC pipe Sch40 <i>1 1/4 Main 3/4 laterals</i>	1,200 LF	\$5,250.00
Sprinkler Body <i>Pop up Body 6" Hunter Brand Pro On 1/2" swing arms</i>	60 Ea	\$2,625.00
Low Flow Sprinkler Nozzle <i>Hunter MPR low flow nozzles</i>	60 Ea	\$1,125.00
Miscellaneous PVC Fittings <i>Couplers, T's, 90's, Reducers, Adapters, Caps</i>	200 Ea	\$500.00
Valve Box <i>Up to 18"</i>	2 Ea	\$250.00
	Price	\$10,375.00

CONTRACT TERMS – This is an agreement between "client" and Landscapes by Cochran Inc ("LBC"), 9267 Greenback Lane Suite C8 Orangevale CA, 95662. Under the terms set forth below, Customer agrees to purchase the services of LBC in preparing and constructing the Landscaping Project as set forth in the Project Description, and LBC agrees to render such services. As consideration, Customer agrees to pay LBC the amount shown as "Total" detailed on the Proposal,

AGREEMENT

This Agreement is made and entered into this 13th day of June 2019, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and EXCLUSIVE EXTERIORS, hereinafter referred to as "Contractor". Contractor will conduct, on behalf of the District, a project consisting of Youth Center Irrigation Project (the "Project"). The Project is located at the Youth Center Park, 6745 Hazel Avenue, Orangevale, California.

RECITALS

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the "Act") which allows the District to complete projects by negotiated contract, by purchase order, or be the employees of the District by force account for projects up to Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, Contractor, has submitted an informal bid for the performance of the work; and

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

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The construction proposal of Contractor and required insurance certificates.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

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

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, and coordination to complete in a workman-like manner, the following work:

Install three (3) irrigation zones around the new playground area using existing valves and timer: one (1) ¼" schedule 40 PVC mainline, ¾" schedule 40 PVC lateral lines and Hunter PSOU4 bodies with MP Rotator nozzles, necessary trenching, installation, and backfilling. Rework heads and PVC lines for one (1) zone that is outside of the fenced area around the playground using the same materials above.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, as shown in the Construction Documents needed to provide six finished and complete monument sign installations in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work seven (7) calendar days after written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within ten (10) calendar days from said written notice.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: \$8,219. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

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

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

EIGHT HOUR DAY LIMITATION

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

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

INSURANCE

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

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

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

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

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

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

By execution of this Agreement, Contractor certifies as follows:

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

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

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

INDEMNIFICATION

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

CHANGE ORDERS

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

WARRANTY

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

manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

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

CORRECTION OF WORK AND BACK CHARGES

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

CLEANUP

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

CONCEALED CONDITIONS

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

CONTRACTOR AS INDEPENDENT CONTRACTOR

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

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

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

DEFAULT BY CONTRACTOR

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

SAFETY

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

unsafe conduct tolerated by Contractor or any of its subcontractors.

MISCELLANEOUS PROVISIONS

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

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

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

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

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

23. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement

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

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

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

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

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

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

By _____
Greg Foell, District Administrator

EXCLUSIVE EXTERIORS

By _____
Rory Merrill
Contractor's License Number: 667484

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

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

Dated: _____

By: _____

“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Dated: _____

By: _____

“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

EXHIBIT C

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Dated: _____

By _____

STAFF REPORT



DATE: 6-13-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE AGREEMENT WITH EXCLUSIVE EXTERIORS TO CONSTRUCT CONCRETE PATHWAYS TO THE GAME AREAS AT ORANGEVALE COMMUNITY PARK IN THE AMOUNT OF \$19,883.

RECOMMENDATION

Approve the Agreement with Exclusive Exteriors to construct concrete pathways to the game areas at Orangevale Community Park in the amount of \$19,883.

BACKGROUND

The District recently completed a project during the Big Day of Service to install a game area near the Family Picnic Structure at Orangevale Community Park. When completed the area will have a GaGa pit, two horseshoe, and two corn hole game areas. This project includes constructing a concrete path to each of the game areas and to install a drain line to mitigate a consistently muddy area around the picnic structure. Two quotes were received for the work as listed below. Staff recommends approval of the low bid with Exclusive Exteriors in the amount of \$19,883 to complete the project.

	<u>Bid</u>
Exclusive Exteriors	\$19,883
Landscapes by Cochran, Inc.	\$22,460

RECOMMENDED MOTION

I move we approve the Agreement with Exclusive Exteriors to construct concrete pathways to the game areas at Orangevale Community Park in the amount of \$19,883 and authorize the District Administrator to execute the agreement.

Exclusive Exteriors

P.O. Box 469
Orangevale, CA 95662

987-8426

May 31, 2019

Greg Foell
ORPD
Orangevale, Ca

re: Orangevale Community Park concrete sidewalk bid (Horseshoe/ Cornhole)

- ✕ Installation of 5' x 121' of concrete sidewalks as specified in the plans provided by MTW Group. Includes a French drain along the north end of the existing pavilion concrete pad that will daylight in the swale on the west side of the pavilion.

\$9438.00

Thank you,
Rory Merrill

The original combined bid for concrete sidewalks at the OV Community Park of \$14376⁰⁰ will be honored if both jobs are done simultaneously.
Rory J Merrill
5-31-19

Exclusive Exteriors

P.O. Box 469
Orangevale, CA 95662

987-8426

May 31, 2019

Greg Foell
ORPD
Orangevale, Ca

re: Orangevale Community Park concrete sidewalk bid (Gaga Pit)

- ★ Installation of 4' x 110' of concrete sidewalks as specified in the plans provided by MTW Group.

\$6813.00

Option 1: Concrete inside Gaga Pit (same specs as above) and coat with a textured concrete paint

\$4624.00

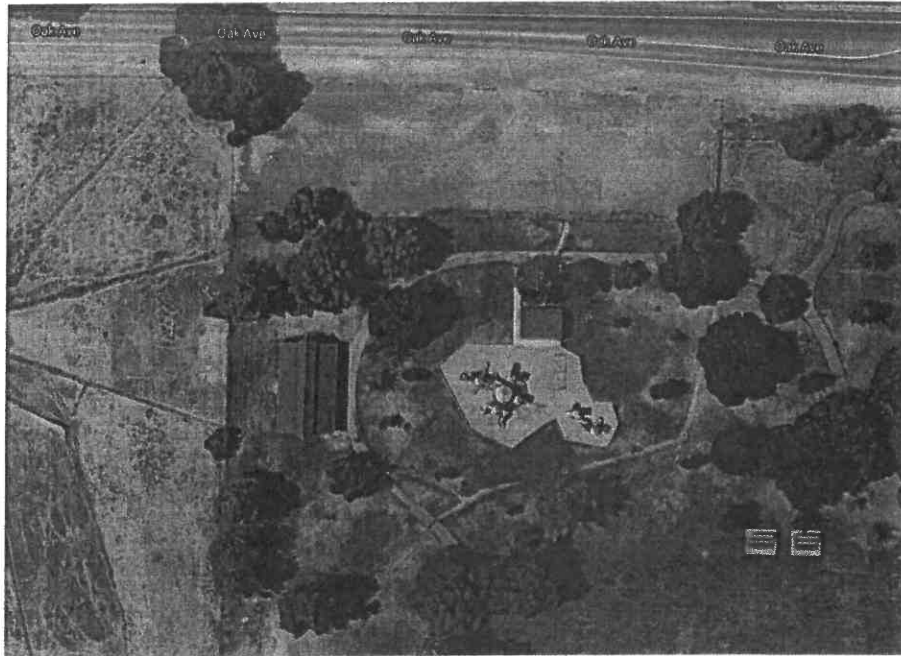
Option 2: Artificial Turf over compacted 3/4" crushed gravel and compacted sand base

\$5507.00

Thank you,
Rory Merrill

The original combined bid for concrete sidewalks at the JV Community Park of \$14376⁰⁰ will be honored if both jobs are done simultaneously.

Rory J Merrill
5-31-19



Gaga Concrete
Oak and Filbert Ave

Submitted By:

Landscapes By Cochran Inc
9267 Greenback Ln
Suite C8
Orangevale CA 95662
Office: (916) 757-2524
landscapesbycochran.office@gmail.com
www.sacramentolandscapcontractor.com
CA# 966701

Landscapes By Cochran Inc
 9267 Greenback Ln
 Suite C8
 Orangevale CA 95662
 Office: (916) 757-2524
 landscapesbycochran.office@gmail.com
 www.sacramentolandscapcontractor.com
 CA# 966701

Landscape Project

Customer

Greg Foell
 Orangevale Parks Dept
 6826 Hazel Ave
 Orangevale ca 95662
 Mobile: (916) 880-6617
 Greg@ovparks.com

Job Name	Gaga Concrete
Job Number	367
Issue Date	May 29, 2019
Valid Until	June 28, 2019

Job Site

Orangevale Community Park
 Oak and Filbert Ave

Landscape Installation Proposal

Item	Quantity	Amount
Skid Steer <i>Skid Steer equipment per Day</i>	1 Ea	\$312.50
Concrete <i>5 1/2 sac 50/50 4" slump</i>	9 CY	\$2,250.00
Concrete pump per concrete truck <i>Pump truck for concrete placement per concrete truck up to 9 1/2yards each</i>	1 Ea	\$687.50
Concrete Finishers <i>Cost per Concrete Finisher Per Day</i>	5 Ea	\$2,625.00
Concrete Forming	228 LF	\$1,710.00
#4 Rebar <i>18" O.C.E.W Min 2" from concrete surface</i>	1 Ea	\$500.00
Type 2 Road Base <i>Recycled Road Base</i>	6 Ea	\$825.00
Addition of concrete not clear on plan <i>Additional cost to Pour concrete inside the Gaga pit If done at the same time as the surrounding work</i>	1 Ea	\$2,500.00

Landscape Project

May 29, 2019

Price	\$11,410.00
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WARRANTY – Each project completed by Landscapes by Cochran includes a one-year warranty on craftsmanship and products supplied by LBC. Excluding sod lawn. Sod will be warrantied through establishment also known as rooting.

PAYMENTS – After the third day that the deposit is collected, all deposits are non-refundable. Customer will pay LBC 10% or \$1000 (whichever is less) upon acceptance of the Proposal. Complete payment will be required upon completion of the project. Failure by Customer to pay any remaining balance upon completion will constitute breach of this agreement. Upon breach of this agreement, Customer agrees to pay all costs of collecting any remaining balances, including attorney fees. No warranties will be issued until full payment is received. All payments are due within 24 hours of invoice presentation. If a payment isn’t collected within the 24 hours after presentation of an invoice, LBC may keep the job idle until payments are made.

CHANGE ORDERS – Extra work from a change order becomes part of the original Contract once the order is written and signed by both LBC and Client. Payment for change orders shall be due at completion of project.

PERMITS – Customer is responsible for securing all necessary permits. Unless specified in writing, LBC is not responsible for code violation made at Customer request.

PROJECT START AND COMPLETION – An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy. There may be delays in the beginning date and completion date due to poor weather or other circumstances beyond the control of LBC. Those delays will not alter or invalidate any part of this Contract, nor will they entitle Customer to additional rights under the Contract. If LBC does not commence work within 20 days from the approximate start date specified on the agreement, it is a violation of Contractors License Law. A commencement of work is defined as the purchase and delivery of materials or workmen breaking ground at job site.

TERMINATION - This agreement may be canceled by Customer by mailing written notice to LBC before midnight the third business day after Customer has signed this agreement. If after that time Customer wishes to terminate this Contract, Customer must give LBC, five (5) days advance written notice. LBC will retain any monies paid by Customer up to the effective date of termination and is entitled to any expenses for materials or other expenses incurred by LBC.

CONTRACT NOTICE – Contractors are required by law to be licensed and regulated by the Contractor State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractor State License Board, PO Box 26000, Sacramento, CA 95826.

MECHANICS LIEN WARNING - Under the California Mechanics Lien Law, any contractor, subcontractor, laborer, supplier or other persons or entities who help to improve your property but is not paid for his/her work or supplies, has a right to place a lien on your home, land or property where the work was performed and to sue you in court to obtain payment. LBC shall, upon receiving satisfactory payment for any portion of the work performed, furnish a full and unconditional release from any claim or mechanics lien for that portion of the work.

PERFORMANCE AND PAYMENT BOND – The owner or tenant has the right to require the contractor to post a performance and payment bond. This bond, if posted, guarantees to the owner that full performance of the contract will take place and that all subcontractors and material suppliers will be paid. Therefore, the owner or tenant may file a claim against this bond in order to recover any losses suffered due to any failure on the part of the contractor to meet his/her obligations.

ALTERATIONS – LBC is not responsible for alterations made to landscaping performed by Customer or anyone not employed by LBC.

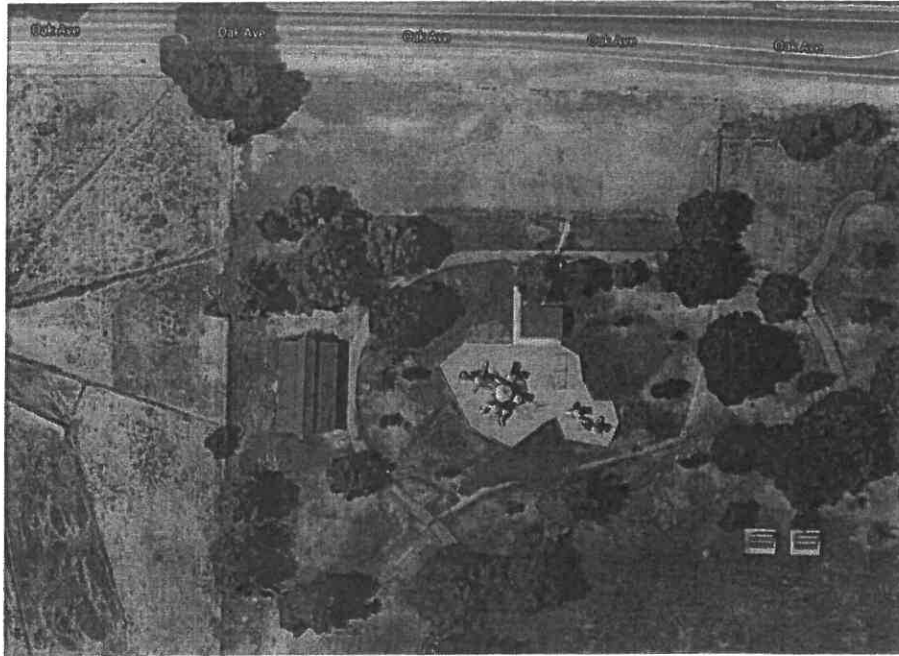


Date 5/29/19

Date _____

Aaron Cochran
Landscapes By Cochran Inc

Greg Foell
Orangevale Parks Dept



Community Park Horseshoe and CornHole Concrete
Oak and Filbert Ave

Submitted By:

Landscapes By Cochran Inc

9267 Greenback Ln

Suite C8

Orangevale CA 95662

Office: (916) 757-2524

landscapesbycochran.office@gmail.com

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CA# 966701

Landscape Project

Customer

Greg Foell
 Orangevale Parks Dept
 6826 Hazel Ave
 Orangevale ca 95662
 Mobile: (916) 880-6617
 Greg@ovparks.com

Job Name	Community Park Horseshoe and...
Job Number	365
Issue Date	May 28, 2019
Valid Until	June 27, 2019

Job Site

Orangevale Community Park
 Oak and Filbert Ave

Landscape Installation Proposal

Item	Quantity	Amount
Skid Steer <i>Skid Steer equipment per Day</i>	1 Ea	\$312.50
Concrete <i>5 1/2 sac 50/50 4" slump</i>	12 CY	\$3,000.00
Concrete pump per concrete truck <i>Pump truck for concrete placement per concrete truck up to 9 1/2yards each</i>	2 Ea	\$1,375.00
Concrete Finishers <i>Cost per Concrete Finisher Per Day</i>	6 Ea	\$3,150.00
Concrete Forming	180 LF	\$1,350.00
#4 Rebar <i>18" O.C.E.W Min 2" from concrete surface</i>	1 Ea	\$625.00
Type 2 Road Base <i>Recycled Road Base</i>	9 Ea	\$1,237.50
Concrete Cornhole Boards Included <i>No charge for 2 boards</i>	2 Ea	\$0.00

Landscape Project

May 28, 2019

Price	\$11,050.00
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WARRANTY – Each project completed by Landscapes by Cochran includes a one-year warranty on craftsmanship and products supplied by LBC. Excluding sod lawn. Sod will be warranted through establishment also known as rooting.

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CHANGE ORDERS – Extra work from a change order becomes part of the original Contract once the order is written and signed by both LBC and Client. Payment for change orders shall be due at completion of project.

PERMITS – Customer is responsible for securing all necessary permits. Unless specified in writing, LBC is not responsible for code violation made at Customer request.

PROJECT START AND COMPLETION – An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy. There may be delays in the beginning date and completion date due to poor weather or other circumstances beyond the control of LBC. Those delays will not alter or invalidate any part of this Contract, nor will they entitle Customer to additional rights under the Contract. If LBC does not commence work within 20 days from the approximate start date specified on the agreement, it is a violation of Contractors License Law. A commencement of work is defined as the purchase and delivery of materials or workmen breaking ground at job site.

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CONTRACT NOTICE – Contractors are required by law to be licensed and regulated by the Contractor State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractor State License Board, PO Box 26000, Sacramento, CA 95826.

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PERFORMANCE AND PAYMENT BOND – The owner or tenant has the right to require the contractor to post a performance and payment bond. This bond, if posted, guarantees to the owner that full performance of the contract will take place and that all subcontractors and material suppliers will be paid. Therefore, the owner or tenant may file a claim against this bond in order to recover any losses suffered due to any failure on the part of the contractor to meet his/her obligations.

ALTERATIONS – LBC is not responsible for alterations made to landscaping performed by Customer or anyone not employed by LBC.



Date 5/28/19

Date _____

Aaron Cochran
Landscapes By Cochran Inc

Greg Foell
Orangevale Parks Dept

AGREEMENT

This Agreement is made and entered into this 13th day of June 2019, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and EXCLUSIVE EXTERIORS, hereinafter referred to as "Contractor". Contractor will conduct, on behalf of the District, a project consisting of Orangevale Community Park Game Area Pathway Project (the "Project"). The Project is located at Orangevale Community Park, 7301 Filbert Avenue, Orangevale, California.

RECITALS

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the "Act") which allows the District to complete projects by negotiated contract, by purchase order, or be the employees of the District by force account for projects up to Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, Contractor, has submitted an informal bid for the performance of the work; and

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

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The construction proposal of Contractor and required insurance certificates.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

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

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, and coordination to complete in a workman-like manner, the following work:

A) Installation of 5' X 121' of concrete sidewalks as specified in the plans provided by MTW Group to connect the existing path to the horseshoe and cornhole game areas. Includes installation of a French drain along the north end of the existing Group Picnic Area that will daylight in the swale on the west side of the structure. B) Installation of 4' X 110' of concrete sidewalks as specified in the plans provided by MTW Group. Install artificial turf over compacted 3/4" crushed gravel and compacted sand base. Concrete specifications as per MTW Group details.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, as shown in the Construction Documents needed to provide six finished and complete monument sign installations in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work seven (7) calendar days after written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within ten (10) calendar days from said written notice.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: \$19,883. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

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

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

EIGHT HOUR DAY LIMITATION

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

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

INSURANCE

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

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

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

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

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

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

By execution of this Agreement, Contractor certifies as follows:

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

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

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

INDEMNIFICATION

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

CHANGE ORDERS

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

WARRANTY

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

manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

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

CORRECTION OF WORK AND BACK CHARGES

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

CLEANUP

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

CONCEALED CONDITIONS

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

CONTRACTOR AS INDEPENDENT CONTRACTOR

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

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

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

DEFAULT BY CONTRACTOR

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

SAFETY

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

unsafe conduct tolerated by Contractor or any of its subcontractors.

MISCELLANEOUS PROVISIONS

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

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

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

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

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

23. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement

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

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

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

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

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

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

By _____
Greg Foell, District Administrator

EXCLUSIVE EXTERIORS

By _____
Rory Merrill
Contractor's License Number: 667484

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

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

Dated: _____

By: _____

“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Dated: _____

By: _____

“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

EXHIBIT C

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Dated: _____

By _____

STAFF REPORT



DATE: 6-13-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE AGREEMENT WITH NORCAL SECURITY CORPORATION TO PROVIDE SECURITY SERVICES FOR DISTRICT FACILITY RENTALS

RECOMMENDATION

Approve the Agreement with Nor-Cal Security to provide security services for District facility rentals.

BACKGROUND

The District contracts with security companies to provide security services for District facility rentals. Staff recommends approval of the Agreement with Nor-Cal Security to be one of the companies authorized to provide security services for the District.

RECOMMENDED MOTION

I move we approve the Agreement with Nor-Cal Security to provide security services for District facility rentals and authorize the District Administrator to execute the agreement.

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 13th day of June 2019, by and between ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "District" and Nor-Cal Security, hereinafter referred to as "Consultant."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. District desires to engage the professional services of Consultant in a non-exclusive agreement to perform such professional services as are specified in Section 1 hereof.
- B. Consultant agrees to provide such services to District in accordance with the terms and conditions of this Agreement, and represents and warrants to District that Consultant possesses the necessary licenses, skills, qualifications, personnel and equipment to provide such services, all for the benefit of District.
- C. The performance of such professional services by Consultant has been determined by District to be in the public interest.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, District and Consultant agree as follows:

1. Scope of Work.

District engages the services of Consultant as an independent contractor to perform the work and render the services described in Exhibit A which is attached hereto and incorporated herein by this reference (hereinafter referred to as the "Work"). Consultant shall (a) provide all labor, equipment, material, supplies, licenses, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work provided by this Agreement; (b) determine the method, details and means of performing the Work provided by this Agreement; and (c) perform the Work provided by this Agreement in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant's field.

2. Payment.

A. In consideration for the services to be performed by Consultant, District agrees to pay Consultant an hourly fee as follows:

Uniformed Security Officer Per Hour: \$30.00

Overtime rates will be paid for each hour in excess of eight (8) hours per day or 40 hours per week for an individual officer. Holiday rates shall apply for all legally declared national, or state holiday at the rate of \$45.00 per hour.

Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in by this Agreement unless agreed to and approved in advance by the Board of Directors and/or the District Administrator of District in writing.

Payment of compensation shall be paid by District within thirty (30) business days after receipt of an invoice for the Work actually performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work. The invoice shall describe the tasks and services performed, the time spent performing such services, the hourly rate charged therefor, and the identity of individuals performing such services for the benefit of District. The invoice shall also include a detailed itemization of expenses incurred for which reimbursement is requested.

If the Work is satisfactorily completed and the invoice is accurately computed, then District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by Consultant other than those specifically described in Section 1 hereof, unless approved in advance in writing by the District Administrator of District.

B. Consultant shall properly advise District as soon as reasonably practicable upon gaining knowledge of a condition, event or series of events that may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing in the form of a Change Order for review and approval by the Board of Directors or District Administrator of District. In the event the District orders services added, deleted or reduced, compensation shall likewise be added, deleted or reduced by a fair and reasonable amount and Consultant shall only be compensated for services actually performed. A Change Order must itemize the additional fees and expenses, and if any, District shall pay Consultant for such additional work. District shall have no liability for payment to Consultant for any extra work performed by Consultant that is not documented by a written Change Order executed by the District Administrator or Board of Directors of District.

3. Term.

A. This Agreement shall take effect on the above date and shall continue in effect until terminated because of any of the following: (1) Consultant fails to perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work; (2) Consultant shall have failed to complete the Work in accordance with any time limits specified in Exhibit A attached hereto.

B. Time is of the essence in this Agreement.

C. This Agreement may be terminated for any or all portions of the Work by either party upon thirty (30) days written notice to the other party.

D. In the event of such abandonment, postponement or default by District, District shall pay to Consultant as full payment for all services performed and all expenses incurred under this Agreement, those amounts specified in a final invoice prepared by Consultant pursuant to the provisions of Section 2 hereof providing a detailed itemization of time spent performing services and expenses incurred for which reimbursement is requested through the date of notification of abandonment or postponement of the Work by District.

E. In the event of default in performance by Consultant, the provisions of Section 5 hereof shall apply.

4. Subcontractors and Subconsultants.

Consultant may employ licensed engineers and/or other consultants necessary in connection with the performance of the Work with the prior written consent of District. The services of such engineers and/or consultants shall be paid for at Consultant's own expense. Consultant agrees to coordinate the work of any such consultants or engineers retained by Consultant for the Work. It is understood by and between District and Consultant that said engineers and/or consultants shall not be considered employees or agents of District.

5. Default by Consultant.

If Consultant fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District may (1) suspend payment until such time as the default is remedied by Consultant; or (2) by written notice to Consultant terminate Consultant's right to perform all or any portion of the Work. Consultant hereby agrees to pay District all damages sustained as a result of default by Consultant. If District terminates Consultant's right to perform the Work, District may have the work performed by others and charge the cost to Consultant. The cost of completion by District shall include reasonable reimbursement for additional executive and administrative expenses along with all damages for delay and other damages sustained by District as a result of Consultant's default. If the cost and expense of completing the Work, when added to the sum of amounts previously paid to Consultant under this Agreement and any amounts due but unpaid to Consultant at the time of such termination, exceed the contract price, District may deduct the

amount of the excess from any such amounts then due Consultant. If the amount of such excess is larger than the amounts then due Consultant, Consultant shall immediately pay such excess or the balance thereof to District.

6. Ownership of Documents.

All documents prepared by Consultant under this Agreement shall be the exclusive property of District. By this Agreement, Consultant transfers all of its right, title and interest in such documents to District. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to District, including the exclusive copyright. Documents prepared by Consultant under this Agreement shall not be provided by Consultant to any other person without District's prior written approval.

7. Compliance with Laws.

Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the District's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the District.

8. Indemnification.

Consultant shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of or failure to perform the Work or any other obligations of this Agreement by Consultant or Consultant's subcontractors, agents or employees; (2) any alleged negligent act or omission of Consultant, or Consultant's subcontractors, agents or employees in connection with any acts performed or required to be performed pursuant to this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees. Consultant's obligations under this indemnification provision shall survive the termination, or completion of Work, under this Agreement.

9. **Insurance.**

A. Types and Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
Commercial Public Liability and Property Damage	\$2,000,000 per occurrence	at least as broad as ISO CG 0001
Automobile Liability	\$2,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' Compensation	statutory limits	
Employers' Liability	\$1,000,000 per accident	

B. Other Requirements. The public liability, property damage and automobile liability insurance furnished by Consultant shall name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees as well as Consultant, and its subcontractors, agents, and employees, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of or resulting from Consultant's operations in the performance of the Work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Consultant. Said insurance shall also specify that it acts as primary insurance and District's insurance shall not contribute with Consultant's insurance. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 6 of this Agreement.

C. Consultant shall be permissibly self insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

D. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of District and its agents and employees as additional insureds. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall receive notification of such cancellation or reduction.

10. **Warranty.**

Consultant agrees that the Work shall be performed in accordance with Exhibit A and the standard of care for similar professionals in California. Consultant unconditionally guarantees all workmanship furnished by Consultant under this Agreement, and agrees to correct

to the satisfaction of District any and all such Work that may prove defective in workmanship. This warranty shall remain in effect for one year from the date of District's acceptance of the Work. This warranty does not excuse Consultant for any other liability related to defective work discovered after the warranty period.

Consultant shall indemnify District under this Agreement and hold District harmless from any and all losses, damages, liabilities and expenses resulting from breach of Consultant's representations and warranties contained in this Section 10. The provisions of this Paragraph shall survive any termination of the Agreement.

11. Independent Contractor.

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

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should Consultant or any of its employees, agents or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant shall be entitled to any other benefits payable to employees of District. Consultant hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement. Consultant represents that it, and its employees, agents and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

12. **Representative of District.**

The District Administrator of District, or his or her designated representative, shall represent District in all matters pertaining to the services to be rendered under this Agreement, except where approval specifically is required by District's Board of Directors. All requirements pertaining to services to be rendered under this Agreement shall be submitted to the District Administrator. Consultant shall consult with the District Administrator on all matters relative to this Agreement and District shall cooperate with Consultant in all matters relative to this Agreement in such a manner as will result in the performance of the Work without delay.

13. **Assignment.**

Consultant shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without District's prior written consent. In the event of any such purported assignment without District's prior written consent, District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Consultant. If this Agreement is so terminated, District may contract for the completion of the Work or complete the Work itself. Damages will be computed in accordance with Section 5 of this Agreement. If this Agreement is so terminated pursuant to the provisions of this paragraph, Consultant agrees to waive and hereby does waive all other claims against District for profits, loss or damage because of such termination.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any performance, duty, obligation or responsibility under this Agreement.

14. **Records.**

Consultant shall retain and maintain, for a period of not less than four (4) years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning services performed, compensation paid, and expenses reimbursed pursuant to the terms of this Agreement. Consultant shall make available to District's agents for examination all such records and will permit District's agents to audit, examine and reproduce such records upon request by District at any time during normal business hours.

15. **Entire Agreement.**

This writing and the documents incorporated herein by reference as Exhibit A represents the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This

Agreement may be amended only by a subsequent written contract approved and executed by both parties.

16. Successors and Assignment.

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

17. No Waiver of Rights.

Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of utilizing any remedy provided by law.

18. Severability.

If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

19. Attorneys Fees.

In the event any arbitration, litigation or other action or proceeding of any nature between District and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement, or in the event of any alleged breach by either party of any of the terms hereof, it is mutually agreed that the prevailing party will be entitled to an award of reasonable attorneys fees, costs and expenses from the other party. The prevailing party will be entitled to an award of attorneys fees in an amount sufficient to compensate the prevailing party for all attorneys fees incurred in good faith.

20. Governing Law.

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

21. **Notice.**

Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

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

Consultant: Nor-Cal Security
2308 Evergreen Way
West Sacramento, CA 95691
Attention: Rich DeSilva

Any party may change its address by notifying the other party of the change in the manner provided above.

ORANGEVALE RECREATION AND PARK DISTRICT

By: _____

Greg Foell
Name
District Administrator
Title

NOR-CAL SECURITY

By: _____

Rich DeSilva
Name
Operations Manager
Title

EXHIBIT A
Scope of Work

Professional Ability of Consultant: Consultant represents that it is specially trained and experienced and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

Security Guard Standards:

- Consultant will only provide the District with security guards that meet the standard of the Bureau of Security and Investigative Services (BSIS), which includes Live Scan fingerprinting and background check performed by the State Department of Justice (DOJ) and Federal Bureau of Investigation (FBI).
- Consultant will only provide the District with security guards that have no prior conviction that would prevent working while children under the age of 18 are in attendance.
- Consultant will only provide the District with security guards that have a current security guard license issued by the State of California.
- Consultant will only provide the District with security guards that have completed the State of California approved security guard training process that emphasizes the laws of arrest, proper security procedure, terrorism threats and report writing.

Scope of Work:

- 1) Provide on-call security services during indoor facility rentals when alcohol is to be consumed.
 - The District will contact the Consultant at least a week prior to any rental that requires security services (or as can be accommodated within one-week notice). The District will provide rental details and Consultant shall provide confirmation of scheduling of security officers (including guard names).
 - Consultant shall provide the following staffing of guard ratios for rentals when alcohol is to be consumed:
 - One Officer: 1 to 100
 - Two Officers: 101-200
 - Three Officers: 201-300
 - In the event of the absence of an officer scheduled for an event, the Consultant will attempt to provide coverage for the absent officer.
 - Upon arrival, Consultant will check in with onsite District staff.
 - Consultant will conduct periodic public patrols throughout the facilities to ensure the safety of persons, protection of District property in the facility, and ensure all District regulations are being followed.

- Consultant will report criminal activity or any other disorderly conduct which may cause harm to personnel or loss of property to onsite District staff. Calls law enforcement back-up as needed.
- In the event of an emergency, Consultant will provide assistance to the public in attendance with proper evacuation procedures.
- Consultant will perform duties as necessary in the event of situations or occurrences, such as civil disturbances or other criminal acts adversely affecting the security and safety of District property and general public that are lawfully in attendance during the indoor facility rental.
- Consultant agent(s) on duty are to carry a working cell phone provided by the Consultant at all times while on duty to contact District staff or emergency personnel (if needed).
- Consultant agent(s) must wear matching uniforms (supplied by the Consultant) which includes logo, colored dress style shirt, long pants and security badge. Security service agent(s) must also be courteous, neat, clean, and presentable when on duty.
- Consultant will maintain an Activity Log that documents both routine (e.g. time reporting for duty, relief security, supervisory visits) and non-routine (e.g. calls for back-up or assistance, persons denied access to the facility, weapons detected, first aid emergencies, etc.) events. The Activity Log shall be neatly maintained and left with District staff at the conclusion of each rental.

Cost of Service:

Uniformed Security Guard Per Hour: \$30.00

Consultant requires a four-hour minimum shift unless otherwise agreed upon by both parties.

Rates shall remain the same for one year from the agreement date.

After initial one year period, Consultant shall give at least 30 days prior written notice of a change in rates and the effective date of the change.

STAFF REPORT



DATE: 6-13-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: **APPROVE THE AGREEMENT WITH XIPHOS CORPORATION TO PROVIDE SECURITY SERVICES FOR DISTRICT FACILITY RENTALS**

RECOMMENDATION

Approve the Agreement with Xiphos Corporation to provide security services for District facility rentals.

BACKGROUND

The District contracts with security companies to provide security services for District facility rentals. Staff recommends approval of the Agreement with Xiphos Corporation to be one of the companies authorized to provide security services for the District.

RECOMMENDED MOTION

I move we approve the Agreement with Xiphos Corporation to provide security services for District facility rentals and authorize the District Administrator to execute the agreement.

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 13th day of June 2019, by and between ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as “District” and Xiphos Corporation, hereinafter referred to as “Consultant.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. District desires to engage the professional services of Consultant in a non-exclusive agreement to perform such professional services as are specified in Section 1 hereof.
- B. Consultant agrees to provide such services to District in accordance with the terms and conditions of this Agreement, and represents and warrants to District that Consultant possesses the necessary licenses, skills, qualifications, personnel and equipment to provide such services, all for the benefit of District.
- C. The performance of such professional services by Consultant has been determined by District to be in the public interest.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, District and Consultant agree as follows:

1. **Scope of Work.**

District engages the services of Consultant as an independent contractor to perform the work and render the services described in Exhibit A which is attached hereto and incorporated herein by this reference (hereinafter referred to as the “Work”). Consultant shall (a) provide all labor, equipment, material, supplies, licenses, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work provided by this Agreement; (b) determine the method, details and means of performing the Work provided by this Agreement; and (c) perform the Work provided by this Agreement in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant’s field.

2. Payment.

A. In consideration for the services to be performed by Consultant, District agrees to pay Consultant an hourly fee as follows:

Unarmed Security Guard Per Hour: \$25.00

Armed Security Guard Per Hour: \$32.00

Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in by this Agreement unless agreed to and approved in advance by the Board of Directors and/or the District Administrator of District in writing.

Payment of compensation shall be paid by District within thirty (30) business days after receipt of an invoice for the Work actually performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work. The invoice shall describe the tasks and services performed, the time spent performing such services, the hourly rate charged therefor, and the identity of individuals performing such services for the benefit of District. The invoice shall also include a detailed itemization of expenses incurred for which reimbursement is requested.

If the Work is satisfactorily completed and the invoice is accurately computed, then District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by Consultant other than those specifically described in Section 1 hereof, unless approved in advance in writing by the District Administrator of District.

B. Consultant shall properly advise District as soon as reasonably practicable upon gaining knowledge of a condition, event or series of events that may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing in the form of a Change Order for review and approval by the Board of Directors or District Administrator of District. In the event the District orders services added, deleted or reduced, compensation shall likewise be added, deleted or reduced by a fair and reasonable amount and Consultant shall only be compensated for services actually performed. A Change Order must itemize the additional fees and expenses, and if any, District shall pay Consultant for such additional work. District shall have no liability for payment to Consultant for any extra work performed by Consultant that is not documented by a written Change Order executed by the District Administrator or Board of Directors of District.

3. Term.

A. This Agreement shall take effect on the above date and shall continue in effect until terminated because of any of the following: (1) Consultant fails to perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work; (2) Consultant shall have failed to complete the Work in accordance with any time limits specified in Exhibit A attached hereto.

B. Time is of the essence in this Agreement.

C. This Agreement may be terminated for any or all portions of the Work by either party upon thirty (30) days written notice to the other party.

D. In the event of such abandonment, postponement or default by District, District shall pay to Consultant as full payment for all services performed and all expenses incurred under this Agreement, those amounts specified in a final invoice prepared by Consultant pursuant to the provisions of Section 2 hereof providing a detailed itemization of time spent performing services and expenses incurred for which reimbursement is requested through the date of notification of abandonment or postponement of the Work by District.

E. In the event of default in performance by Consultant, the provisions of Section 5 hereof shall apply.

4. Subcontractors and Subconsultants.

Consultant may employ licensed engineers and/or other consultants necessary in connection with the performance of the Work with the prior written consent of District. The services of such engineers and/or consultants shall be paid for at Consultant's own expense. Consultant agrees to coordinate the work of any such consultants or engineers retained by Consultant for the Work. It is understood by and between District and Consultant that said engineers and/or consultants shall not be considered employees or agents of District.

5. Default by Consultant.

If Consultant fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District may (1) suspend payment until such time as the default is remedied by Consultant; or (2) by written notice to Consultant terminate Consultant's right to perform all or any portion of the Work. Consultant hereby agrees to pay District all damages sustained as a result of default by Consultant. If District terminates Consultant's right to perform the Work, District may have the work performed by others and charge the cost to Consultant. The cost of completion by District shall include reasonable reimbursement for additional executive and administrative expenses along with all damages for delay and other damages sustained by District as a result of Consultant's default. If the cost and expense of completing the Work, when added to the sum of amounts previously paid to Consultant under this Agreement and any amounts due but unpaid to Consultant at the time of such termination, exceed the contract price, District may deduct the

amount of the excess from any such amounts then due Consultant. If the amount of such excess is larger than the amounts then due Consultant, Consultant shall immediately pay such excess or the balance thereof to District.

6. Ownership of Documents.

All documents prepared by Consultant under this Agreement shall be the exclusive property of District. By this Agreement, Consultant transfers all of its right, title and interest in such documents to District. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to District, including the exclusive copyright. Documents prepared by Consultant under this Agreement shall not be provided by Consultant to any other person without District's prior written approval.

7. Compliance with Laws.

Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the District's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the District.

8. Indemnification.

Consultant shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of or failure to perform the Work or any other obligations of this Agreement by Consultant or Consultant's subcontractors, agents or employees; (2) any alleged negligent act or omission of Consultant, or Consultant's subcontractors, agents or employees in connection with any acts performed or required to be performed pursuant to this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees. Consultant's obligations under this indemnification provision shall survive the termination, or completion of Work, under this Agreement.

9. **Insurance.**

A. Types and Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
Commercial Public Liability and Property Damage	\$2,000,000 per occurrence	at least as broad as ISO CG 0001
Workers' Compensation	statutory limits	
Employers' Liability	\$1,000,000 per accident	

B. Other Requirements. The public liability, property damage and automobile liability insurance furnished by Consultant shall name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees as well as Consultant, and its subcontractors, agents, and employees, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of or resulting from Consultant's operations in the performance of the Work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Consultant. Said insurance shall also specify that it acts as primary insurance and District's insurance shall not contribute with Consultant's insurance. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 6 of this Agreement.

C. Consultant shall be permissibly self insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

D. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of District and its agents and employees as additional insureds. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall receive notification of such cancellation or reduction.

10. **Warranty.**

Consultant agrees that the Work shall be performed in accordance with Exhibit A and the standard of care for similar professionals in California. Consultant unconditionally guarantees all workmanship furnished by Consultant under this Agreement, and agrees to correct to the satisfaction of District any and all such Work that may prove defective in workmanship. This warranty shall remain in effect for one year from the date of District's acceptance of the

Work. This warranty does not excuse Consultant for any other liability related to defective work discovered after the warranty period.

Consultant shall indemnify District under this Agreement and hold District harmless from any and all losses, damages, liabilities and expenses resulting from breach of Consultant's representations and warranties contained in this Section 10. The provisions of this Paragraph shall survive any termination of the Agreement.

11. Independent Contractor.

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

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should Consultant or any of its employees, agents or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant shall be entitled to any other benefits payable to employees of District. Consultant hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement. Consultant represents that it, and its employees, agents and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

12. Representative of District.

The District Administrator of District, or his or her designated representative, shall represent District in all matters pertaining to the services to be rendered under this Agreement, except where approval specifically is required by District's Board of Directors. All requirements pertaining to services to be rendered under this Agreement shall be submitted to the District Administrator. Consultant shall consult with the District Administrator on all matters relative to this Agreement and District shall cooperate with Consultant in all matters relative to this Agreement in such a manner as will result in the performance of the Work without delay.

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Consultant shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without District's prior written consent. In the event of any such purported assignment without District's prior written consent, District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Consultant. If this Agreement is so terminated, District may contract for the completion of the Work or complete the Work itself. Damages will be computed in accordance with Section 5 of this Agreement. If this Agreement is so terminated pursuant to the provisions of this paragraph, Consultant agrees to waive and hereby does waive all other claims against District for profits, loss or damage because of such termination.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any performance, duty, obligation or responsibility under this Agreement.

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15. Entire Agreement.

This writing and the documents incorporated herein by reference as Exhibit A represents the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This

Agreement may be amended only by a subsequent written contract approved and executed by both parties.

16. Successors and Assignment.

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

17. No Waiver of Rights.

Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of utilizing any remedy provided by law.

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If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

19. Attorneys Fees.

In the event any arbitration, litigation or other action or proceeding of any nature between District and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement, or in the event of any alleged breach by either party of any of the terms hereof, it is mutually agreed that the prevailing party will be entitled to an award of reasonable attorneys fees, costs and expenses from the other party. The prevailing party will be entitled to an award of attorneys fees in an amount sufficient to compensate the prevailing party for all attorneys fees incurred in good faith.

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

21. **Notice.**

Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

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

Consultant: Xiphos Corporation
9500 Greenback Lane, STE #27
Folsom, CA 95630
Attention: Aaron Brandenburg

Any party may change its address by notifying the other party of the change in the manner provided above.

ORANGEVALE RECREATION AND PARK DISTRICT

By: _____

Greg Foell
Name
District Administrator
Title

XIPHOS CORPORATION

By:  _____

Aaron Brandenburg
Name
CFO
Title

EXHIBIT A
Scope of Work

Professional Ability of Consultant: Consultant represents that it is specially trained and experienced and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

Security Guard Standards:

- Consultant will only provide the District with security guards that meet the standard of the Bureau of Security and Investigative Services (BSIS), which includes Live Scan fingerprinting and background check performed by the State Department of Justice (DOJ) and Federal Bureau of Investigation (FBI).
- Consultant will only provide the District with security guards that have no prior conviction that would prevent working while children under the age of 18 are in attendance.
- Consultant will only provide the District with security guards that have a current security guard license issued by the State of California.
- Consultant will only provide the District with security guards that have completed the State of California approved security guard training process that emphasizes the laws of arrest, proper security procedure, terrorism threats and report writing.

Scope of Work:

- 1) Provide on-call security services during indoor facility rentals when alcohol is to be consumed.
 - The District will contact the Consultant at least a week prior to any rental that requires security services (or as can be accommodated within one-week notice). The District will provide rental details and Consultant shall provide confirmation of scheduling of security officers (including guard names).
 - Consultant shall provide the following staffing of guard ratios for rentals when alcohol is to be consumed:
 - One Officer: 1 to 100
 - Two Officers: 101-200
 - Three Officers: 201-300
 - In the event of the absence of an officer scheduled for an event, the Consultant will attempt to provide coverage for the absent officer.
 - Upon arrival, Consultant will check in with onsite District staff.
 - Consultant will conduct periodic public patrols throughout the facilities to ensure the safety of persons, protection of District property in the facility, and ensure all District regulations are being followed.

- Consultant will report criminal activity or any other disorderly conduct which may cause harm to personnel or loss of property to onsite District staff. Calls law enforcement back-up as needed.
- In the event of an emergency, Consultant will provide assistance to the public in attendance with proper evacuation procedures.
- Consultant will perform duties as necessary in the event of situations or occurrences, such as civil disturbances or other criminal acts adversely affecting the security and safety of District property and general public that are lawfully in attendance during the indoor facility rental.
- Consultant agent(s) on duty are to carry a working cell phone provided by the Consultant at all times while on duty to contact District staff or emergency personnel (if needed).
- Consultant agent(s) must wear matching uniforms (supplied by the Consultant) which includes logo, colored dress style shirt, long pants and security badge. Security service agent(s) must also be courteous, neat, clean, and presentable when on duty.
- Consultant will maintain an Activity Log that documents both routine (e.g. time reporting for duty, relief security, supervisory visits) and non-routine (e.g. calls for back-up or assistance, persons denied access to the facility, weapons detected, first aid emergencies, etc.) events. The Activity Log shall be neatly maintained and left with District staff at the conclusion of each rental.

Cost of Service:

Security Guard Per Hour: \$25.00
 Armed Security Guard Per Hour: \$32.00

Consultant requires a four-hour minimum shift unless otherwise agreed upon by both parties.

Rates shall remain the same for one year from the agreement date.

After initial one year period, Consultant shall give at least 30 days prior written notice of a change in rates and the effective date of the change.

STAFF REPORT



DATE: 6-13-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE AGREEMENT WITH DAVEY TREE EXPERT COMPANY TO REMOVE A FALLEN TREE AT THE SUNDANCE NATURAL AREA IN THE AMOUNT OF \$10,860.

RECOMMENDATION

Approve the Agreement with Davey Tree Expert Company to remove a fallen tree at Sundance Natural Area in the amount of \$10,860.

BACKGROUND

A tree fell in the Sundance Natural Area and damaged a home on Big Chief Court. As part of the mitigation efforts and to ensure safety, CAPRI has instructed the District to remove the tree and trunk and to get three quotes to compete the work. The District will be responsible to pay for the \$2,000 deductible after which the CAPRI coverage will take effect. Three quotes were received for the work as listed below. Staff recommends approval of the low bid with Davey Tree Expert Company in the amount of \$10,860 to complete the project.

	<u>Bid</u>
The Davey Tree Expert Company	\$10,860
TREEPROS, INC.	\$15,500
Rod's Tree Service	\$16,500

RECOMMENDED MOTION

I move we approve the Agreement with The Davey Tree Expert Company to remove a fallen tree at the Sundance Natural Area in the amount of \$10,860 and authorize the District Administrator to execute the agreement.



The Davey Tree Expert Company
 3009 1/2 C St
 Sacramento, CA 95816-3326
 Phone: (916) 443-5500 Fax: (916) 443-6200
 Email: Matt.Morgan@davey.com
 CA Contractor #694001



Client	Service Location	5/31/2019
ORANGEVALE RECREATION HORACIO 6828 Hazel Ave Orangevale, CA 95662-3445	ORANGEVALE PARKS 6628 Big Chief Ct Orangevale, CA 95662-3148	Proposal #: 20017348-00004882 Account #: 7394770 Home: (916) 987-1507 Fax: (916) 988-3496 Email: HORACIO@OVPARKS.COM

CONTRACT FOR MATERIALS AND SERVICES
 YOU ARE ENTITLED TO A COMPLETED COPY OF THIS CONTRACT, SIGNED BY BOTH
 YOU AND US (THE CONTRACTOR), BEFORE ANY WORK MAY BE STARTED

Tree Care	Service Period	Price	Tax	Total
<input type="checkbox"/> Tree Removal <i>REMOVE FALLEN OAK TREE DOWN TO AS CLOSE TO GRADE AS POSSIBLE CLEAN UP AND HAUL ALL DEBRIS</i>		\$10,860.00		\$10,860.00
PREVAILING WAGE				
	Service Total	\$10,860.00	\$0.00	\$10,860.00
	Total of All Services	\$10,860.00	\$0.00	\$10,860.00

Yes, please schedule the services marked above.

No Deposit may be required upon acceptance:

\$.00 Deposit Required / \$ _____ Deposit Received

Upon completion of work, please charge balance to credit card Yes No

Deposit cannot exceed 10% or \$1,000, whichever is less.

Deposit payment options we accept are check or credit card

To pay by check mail to

To pay by credit card call

The Davey Tree Expert
 Company
 3009 1/2 C St
 Sacramento, CA 95816-3326

(916) 443-5500



ACCEPTANCE OF PROPOSAL: The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

My signature below signifies my understanding that the contractor has given me "Notice of a Three-Day Right to Cancel".

Mathew Morgan

Mathew Morgan ISA Certified Arborist WE-8799A
 TCIA Certified Tree Care Safety Specialist #2220 CA
 Qual. Applicators Lic. 133448

Authorizing Signature

Date

5919 Auburn Blvd
 Citrus Heights, CA 95621
 (916) 966-0464 Office
 (916) 965-1641 Fax
anne@treeprosinc.com
www.treeprosinc.com



PROPOSAL

Page 1

Horacio Oropeza
 Orangevale Rec & Park Department
 13120 Fair Oaks Boulevard
 Orangevale, CA 95662

Home:
 Office: 987-1507
 Mobile:
 Fax:

Proposal #: 14188
 Proposal Date: 5/22/2019
 Customer #: 2720
 Proposed By:
 Brent G. McCaleb

horacio@ovparks.com

Item#	Quantity	Description of Services	Item Price	Discount	Item Total
1	1	Fallen tree(s) Remove tree(s): Remove to within 1' (one foot) above grade (as close to grade as possible). This line item does not include stump grinding.	7,500.00		7,500.00
2	-- --	Fee for crane: 200-ton crane operated by Titan Crane Company. NOTE: this is an ESTIMATED price, the price may be more or less and will be calculated by Titan Crane on the day of the job.	8,000.00		8,000.00
3	-- --	Interest and handling fee for crane: if Tree Pros, Inc. pays the crane fee to Titan Crane Company on the day of the job, this interest and handling fee will apply. If Orangevale Rec and Park Department pays Titan Crane Company directly on the day of the job, this interest and handling fee will NOT apply and will no be invoiced.	2,000.00		2,000.00

NOTE: this is an estimated amount. The interest and handling fee if Tree Pros, Inc. pays the crane fee is 25% of whatever the actual crane invoice is as presented by Titan Crane Company on the day of the job.



www.treeprosinc.com California State Contractor's License # 669551 ISA Certified Arborist # WE-1210A
 TreePros, Inc. warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by workers' compensation insurance as required by law. Certificates of coverage are available upon request.



TERMS & CONDITIONS

All work shall be performed according to ANSI A300 industry standards for tree care, unless otherwise noted. There is a minimum contract price of \$300. Proposal is valid for 6 months from the Proposal Date. By signing this Proposal, Tree Pros, Inc. and the customer/authorizing party agree that these provisions are made as part of this contract. Trees are living organisms and are always changing. Tree Pros, Inc. makes no warranties or claims that the tree(s) on your property, whether part of this Proposal or not, and whether worked on by us or not, are healthy or safe. Tree Pros, Inc. will not be held liable for any existing or future tree conditions, failures, or damages, for any trees, whether or not a part of this Proposal.

Three-Day Right to Cancel and Cancellation Fee: You, the buyer, have the right to cancel this contract within three business days from the signed date. You may cancel by email, mail, fax, or delivering a written notice to Tree Pros, Inc. by midnight of the third business day after signing the contract. Should you need to cancel or postpone any scheduled work after the end of your Right to Cancel period, please provide at least 24 hours advance notice. If a crew has been dispatched to the job site, you will be assessed a mobilization fee of \$200 for incurred expenses.

Completion of Contract: Tree Pros, Inc. agrees to do its best to meet any agreed-upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor or equipment failures, or any other cause, including a busy schedule.

Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the tree owner(s) to allow Tree Pros, Inc. to perform the specified work and to enter their property for access to the trees. Should any tree be misidentified as to the ownership, the customer/authorizing party agrees to indemnify Tree Pros, Inc. for any and all damages or costs incurred from the result thereof.

Safety: Tree Pros, Inc. warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees not to enter the work area during arboricultural operations.

Concealed Contingencies: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, branches, stump, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and materials basis. Tree Pros, Inc. is not responsible for damage to utilities, cables, wires, pipes, sprinklers, etc. above or below ground.

Clean-up, Stump Grinding, & Lawn Repair: Clean-up shall include removing wood, brush, and clippings, and raking/blowing of the entire area affected by the specified work, unless otherwise stated, EXCLUDING roofs, gutters, pools, spas, and ponds, or any other areas that would be unreasonable for our crew to access. We cannot control the wind, and sawdust, etc. may blow into other areas and adjacent properties. Unless otherwise stated, stump grinding is 6"-8" below the existing ground level. STUMP GRINDINGS WILL BE LEFT ONSITE UNLESS OTHERWISE NOTED. WE WILL NOT BE RESPONSIBLE FOR DAMAGE TO UTILITIES, CABLES, WIRES, PIPES, SPRINKLERS, ETC., ABOVE OR BELOW GROUND. Surface and sub-surface roots beyond the stump are not included unless otherwise specified. Tree Pros, Inc. will attempt to minimize all disturbances to the customer's lawn and/or other landscape areas. Lawn repairs are not include in the contract price.

Work Site Clearance/Access: PRIOR TO CREW ARRIVAL, all cars, objects, etc. must be moved from under and/or around the tree(s) to be worked on. Access to the tree(s) must be clear and available, as well as cars being moved for access for our trucks to park. IF OUR CREW ARRIVES AND ACCESS/JOB SITE IS NOT ACCESSIBLE THERE WILL BE A \$300 PER HOUR WAIT TIME ASSESSED (1 HOUR MINIMUM). IF OUR CREW HAS TO LEAVE AND RETURN AT A DIFFERENT TIME TO FINISH THE JOB DUE TO ACCESS AND/OR WORK SITE CLEARANCE ISSUES THERE WILL BE A TRAVEL TIME FEE ASSESSED OF \$500.

Emergency Jobs: Tree Pros, Inc. will not be responsible for any further damage to any structures, vehicles, etc. during an emergency job. All appropriate measures to prevent further damage will be taken, if possible, but sometimes further damage cannot be avoided.

Terms of Payment and Mechanics' Lien Notice: Unless otherwise noted in this proposal, the customer/authorizing party agrees to pay the amount IN FULL upon job completion. Failure to remit payment in full will result in a finance charge of 1.5% per month, or the maximum allowed by law, whichever is more. Forms of payment accepted are cash, check (subject to a \$35 returned check fee), money order, cashier's check, VISA, MasterCard, and American Express. Anyone who helps improve your property, but is not paid, may record what is called a Mechanics' Lien on your property. This is a claim, like a mortgage or home equity loan, made against your property and recorded with the County Recorder. You will NOT get preliminary notices from your primary contractor (Tree Pros, Inc.) because the law assumes you know that you are improving your property. If either party becomes involved in litigation arising out of the contract, or the performance thereof, the court in such litigation or in a separate suit shall award reasonable costs and expenses, including attorney fees, to a party justly entitled thereof.

By signing this Proposal, I certify that I have read the above Terms and Conditions, in their entirety, and that these provisions are made as part of this contract.

Authorized: Horacio Oropeza
Proposal #14188 13120 Fair Oaks Boulevard

Date:

Proposal SubTotal: 17,500.00
Discount:
Discount Amount:
Proposal Total: **\$17,500.00**



www.treeprosinc.com California State Contractor's License # 669551 ISA Certified Arborist # WE-1210A
TreePros, Inc. warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by workers' compensation insurance as required by law. Certificates of coverage are available upon request.



Client Care Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

Tree and Shrub Fertilization

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insect and disease, greater tolerance to drought stress, increased vigor, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

California Specific Notices

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (“CSLB”): The Davey Tree Expert Company (we or us) is registered with the CSLB under number 694001. CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB about complaints, disciplinary actions and judgments that are reported to CSLB. File a complaint against an unlicensed or licensed contractor with CSLB generally with four years of the event. For information call 800.321.2752 or visit www.slb.ca.gov or write CSLB, P.O. Box 26000, Sacramento, CA 95826.

DELAYS: Our work may be delayed because of weather, as well as unavailability of workers, delay caused by other contractors or government agencies, emergencies or other circumstances unanticipated by or beyond our reasonable control.

EXTRA WORK: Extra work will be described in writing, including pricing, and will become part of the contract when signed by the client or the client’s agent or representative.

NOTICE OF MECHANICS LIEN: A mechanics lien is a claim made against your property and records and recorded with the county recorder. Anyone who helps improve property, but who is not paid, may record a mechanics lien against your property. This includes subcontractors, suppliers, and laborers involved in the improvements to the property. Even if you pay your contractor, an unpaid subcontractor or other party may record a mechanics lien and you could be required to pay twice or have the court sell the property where the work was done to pay the lien. To preserve the right to record a lien, each party eligible to record a lien must provide you with a 20-day Preliminary Notice. This notice is not a lien; it lets you know that a party has the right to record a lien if the party is not paid. Be careful- make sure your contractor pays everyone improving the property before you pay your contractor. You can write joint checks in payment to your contractor and any other party working for your contractor. For more information on mechanics liens go to www.cslb.ca.gov. and search the term mechanics liens.

STOP WORK/BANKRUPTCY/ASSIGNMENT: We have the right to stop working for you if any amount due to us is not paid when due. If either party files bankruptcy, the other party has the right to cancel this contract. You may not assign this contract to anyone without our written permission.

3-DAY RIGHT TO CANCEL: The Home Solicitation Sales Act requires a seller of home goods or services to give the buyer three (3) business days to cancel the contract. To cancel without penalty or obligation, you must give us written notice by email, fax, mail or other delivery for your decision not to have the work or services performed. If you paid money in advance, we will return your money within ten (10) days of our receipt of your cancellation notice. This cancellation right does not cover emergency repairs or services that you request to be performed on short notice. The right to cancel the contract terminates when we begin working or performing a service and repair contract. If you cancel, you must make available to us to pick up any goods provided by us to you. If we do not pick them up within 20 days, you may retain or dispose of them without further obligation.

11/11/15
2-11

5-22-19

ROD'S TREE SERVICE

Lic. #679609
ROD MCCALED-owner (916) 761-9959

Name: Horacio
Phone Number: 826 2803
Address: 13120 Fair Oaks Blvd OV

MISCELLANEOUS INSTRUCTIONS

260 Bl

- | | |
|---|--|
| <input type="checkbox"/> Heavy Topping | <input type="checkbox"/> Trimming |
| <input type="checkbox"/> Topping | <input type="checkbox"/> Thinning |
| <input type="checkbox"/> Removing | <input type="checkbox"/> Clean Up |
| <input type="checkbox"/> Stump Grinding | <input type="checkbox"/> No Clean Up |
| <input type="checkbox"/> Brush Chipping | <input type="checkbox"/> Mistletoe Removal |
| <input type="checkbox"/> Cabling | <input type="checkbox"/> Dead Wood |
| <input type="checkbox"/> Roots | <input type="checkbox"/> Other _____ |

Amount of Estimate: \$ 16500⁰⁰ PV
Additional Information: Fallen Oak Rem

Nearest Cross Street: _____
Type of Tree(s): OAK
Location of Property: _____

Start Date: _____ Completion Date: _____
Customer Signature: _____ Date: _____

You have three days to cancel this contract; however, if you have us do the work now, you give up the three day right to cancel. All stump grindings will be left at site. If, after you pay us, we have to come back for any reason, there will be a service charge. We may use climbing spurs in your trees. When you pay your bill, that indicates that you are satisfied with the job and you agree to all terms of this contract.

P.O. BOX 3022, CARMICHAEL, CA 95609-3322

AGREEMENT

This Agreement is made and entered into this 13th day of June 2019, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and The Davey Tree Expert Company, hereinafter referred to as "Contractor". Contractor will conduct, on behalf of the District, a project consisting of Tree Removal (the "Project"). The Project is located at the Sundance Natural Area, Orangevale, California.

RECITALS

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the "Act") which allows the District to complete projects by negotiated contract, by purchase order, or be the employees of the District by force account for projects up to Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, Contractor, has submitted an informal bid for the performance of the work; and

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

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The construction proposal of Contractor and required insurance certificates.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

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

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, and coordination to complete in a workman-like manner, the following work:

Remove fallen oak tree down as close to grade as possible. Clean-up and haul away debris. Wood 16"-28" diameter to be cut in 32" lengths and delivered to Orangevale Community Center Park – Shackleton Woods Area. Other wood will be hauled and disposed of by Contractor (anything larger or smaller than these dimensions).

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, as shown in the Construction Documents needed to provide six finished and complete monument sign installations in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work seven (7) calendar days after written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within ten (10) calendar days from said written notice.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: \$10,860. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

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

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

EIGHT HOUR DAY LIMITATION

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

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

INSURANCE

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

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

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

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

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

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

By execution of this Agreement, Contractor certifies as follows:

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

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

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

INDEMNIFICATION

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

CHANGE ORDERS

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

WARRANTY

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

manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

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

CORRECTION OF WORK AND BACK CHARGES

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

CLEANUP

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

CONCEALED CONDITIONS

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

CONTRACTOR AS INDEPENDENT CONTRACTOR

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

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

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

DEFAULT BY CONTRACTOR

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

SAFETY

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

unsafe conduct tolerated by Contractor or any of its subcontractors.

MISCELLANEOUS PROVISIONS

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

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

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

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

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

23. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement

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

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

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

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

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

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

By _____
Greg Foell, District Administrator

The Davey Tree Expert Company
3009 ½ C Street
Sacramento, CA 95816-3326
(916) 443-5500
matt.morgan@davey.com

By _____
Mathew Morgan
Contractor's License Number: 694001

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

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

Dated: _____

By: _____

“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Dated: _____

By: _____

“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

EXHIBIT C

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Dated: _____

By _____

STAFF REPORT



DATE: 6-13-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVE THE LETTER OF ENGAGEMENT FROM AUDITOR LARRY BAIN FOR THE FISCAL 2018/19 AUDIT IN THE AMOUNT NOT TO EXCEED \$8,200

RECOMMENDATION

Approve the letter of engagement from auditor Larry Bain for the Fiscal 2018/19 Audit in the amount not to exceed \$8,200.

BACKGROUND

Larry Bain has served as the District's auditor for several years and has submitted a letter of engagement to conduct the Fiscal 2018/19 Audit in the amount not to exceed \$8,200.

RECOMMENDED MOTION

I move we approve the letter of engagement from auditor Larry Bain for the Fiscal 2018/19 Audit in the amount not to exceed \$8,200.

LARRY BAIN, CPA

AN ACCOUNTING CORPORATION

2148 Frascati Drive, El Dorado Hills, CA 95762 / (916)601-8894
lpbain@sbcglobal.net

May 31, 2019

Board of Directors
Orangevale Recreation & Park District
6826 Hazel Ave
Orangevale, CA 95662

We are pleased to confirm our understanding of the services we are to provide Orangevale Recreation and Park District for the fiscal year ended June 30, 2019. We will audit the primary government financial statements, which comprises the basic financial statements of Orangevale Recreation and Park District as of and for the fiscal year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Orangevale Recreation and Park District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Orangevale Recreation and Park District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budget and Actual Schedules
- 3) Pension trend information

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Orangevale Recreation and Park District's financial statements. Our report will be addressed to governing board of Orangevale Recreation and Park District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor's is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Orangevale Recreation and Park District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will assist with preparation of the State Controller Annual Financial Transaction report based on information provided by the District. This report will not be subject to our audit procedures and therefore we will not provide an opinion on this report.

We will also assist in preparing the financial statements of Orangevale Recreation and Park District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also assist in preparing the State Controllers Financial Transaction Report based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services and State Controller financial transaction report previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the business-type activities, each major fund, and the aggregate remaining fund information of the Orangevale Recreation and Park District and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will assist with preparing cash or other confirmations we request and will locate any documents selected by us for testing.

The workpapers for this engagement are the property of Larry Bain, CPA and constitute confidential information. However, we may be requested to make certain workpapers available to regulatory agencies pursuant to authority given to it by law or regulations. If requested, access to such workpapers will be provided under the supervision of Larry Bain, CPA. Furthermore, upon request, we may provide photocopies of selected workpapers to the regulatory agency. The regulatory agency may intend, or decide; to distribute photocopies or information contained therein to others, including to governmental agencies.

We expect to begin our audit on October 28, 2019 to issue our report no later than January, 2020. Larry Bain is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$8,200. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Orangevale Recreation and Park District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Larry Bain, CPA
An Accounting Corporation

RESPONSE:

This letter correctly sets forth the understanding of Orangevale Recreation and Park District.

By: _____

Title: _____

Date: _____

STAFF REPORT



DATE: 6-13-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, AND ACKNOWLEDGEMENT OF DONATION WITH THE COUNTY OF SACRAMENTO FOR 3,024 SQUARE FEET OF DISTRICT PROPERTY AT ORANGEVALE COMMUNITY CENTER PARK

RECOMMENDATION

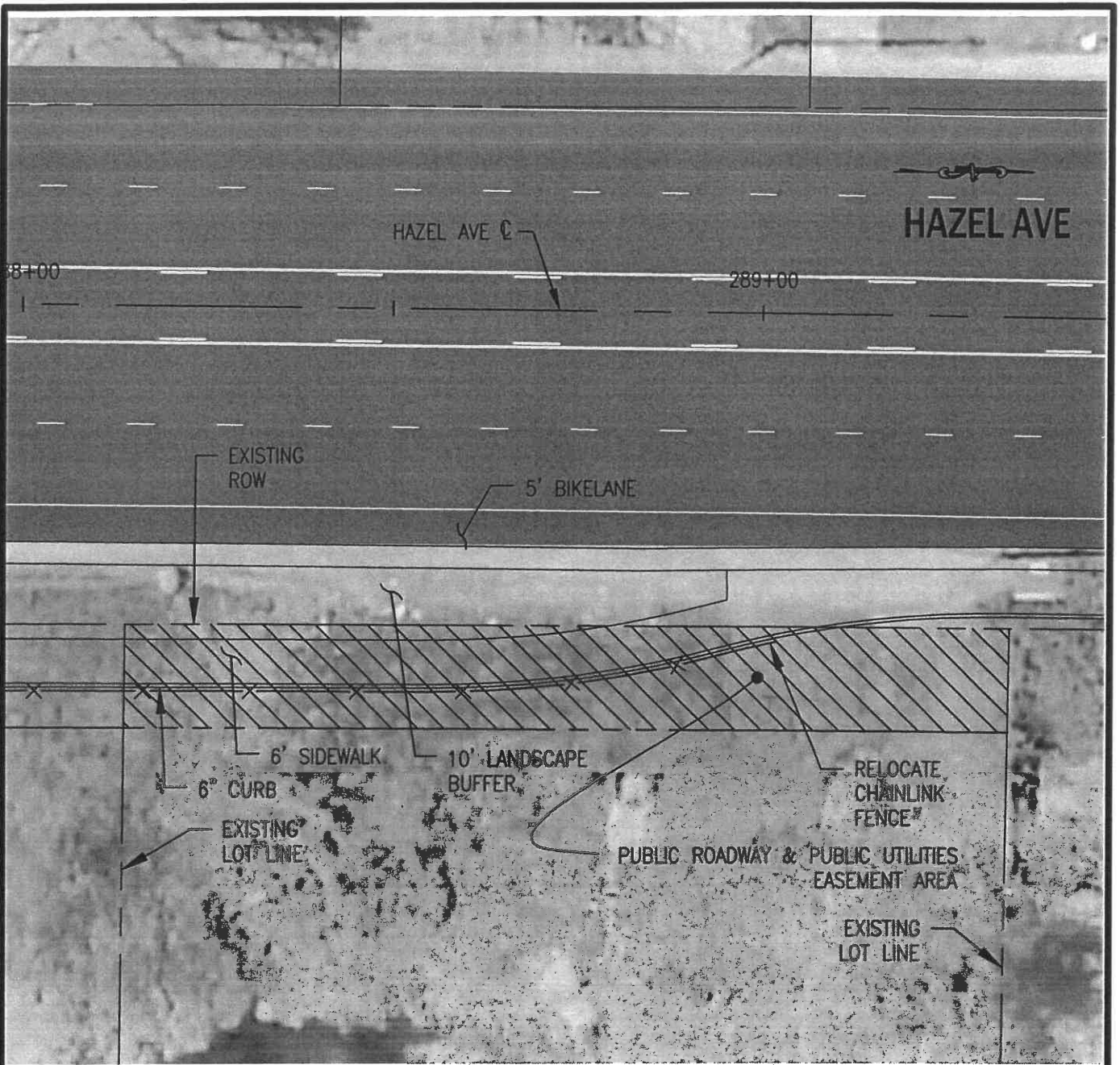
Approval of Easement for Public Roadway and Public Utilities, and Acknowledgement of Donation with the County of Sacramento for 3,024 square feet of District property at Orangevale Community Center Park.

BACKGROUND

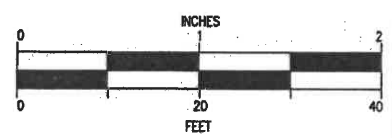
The District has requested the County of Sacramento construct a sidewalk from the current termination of the District sidewalk to the Regency Baptist Church property line as part of the Hazel Avenue Improvement Project. The District has agreed to donate the property to the County and grant an Easement for Public Roadway and Public Utilities and the County has agreed to construct the improvements including a sidewalk.

RECOMMENDED MOTION

I move the Board approve the Easement for Public Roadway and Public Utilities, and Acknowledgement of Donation with the County of Sacramento for 3,024 square feet of District property at Orangevale Community Center Park and authorize the District Administrator to execute the documents.





APN 213-0161-028
 ORANGEVALE REC PK DIST
 6916 HAZEL AVE



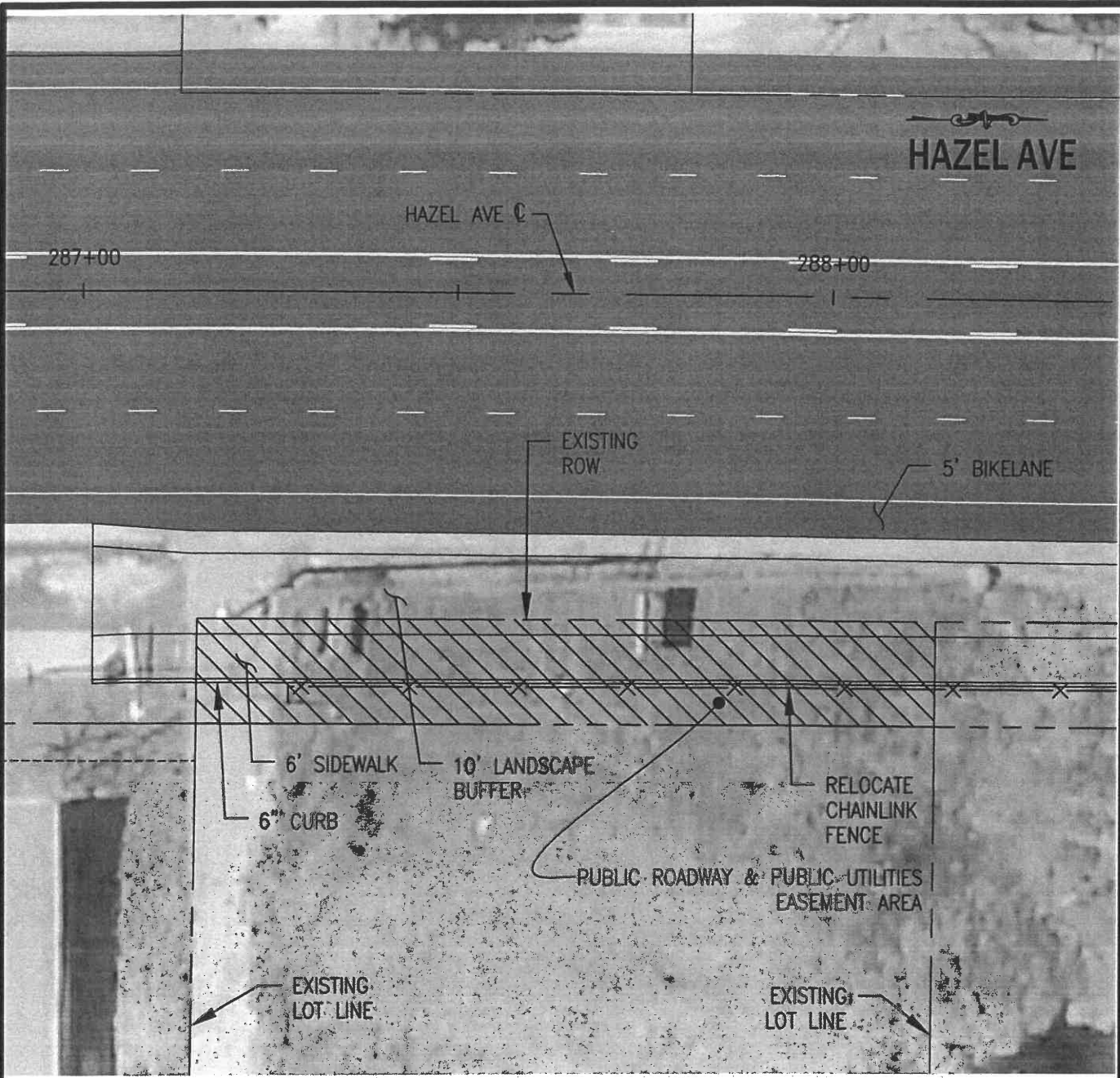
LEGEND

 PUBLIC ROADWAY & PUBLIC UTILITIES EASEMENT

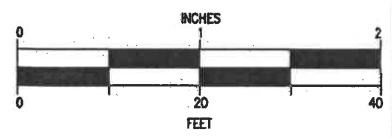
PUBLIC WORKS & INFRASTRUCTURE AGENCY

SACRAMENTO
 COUNTY
 DEPARTMENT OF TRANSPORTATION

213-0161-028
 HAZEL AVE SIDEWALK IMPROVEMENTS
 CENTRAL AVE TO ELM AVE

DATE: 06/2019	SCALE: 1"=20'	DRAWN BY: JTW	CHECK BY: TRS	DWG 1 of 1
---------------	---------------	---------------	---------------	------------



APN 213-0161-029
 ORANGEVALE REC PK DIST
 6908 HAZEL AVE



LEGEND

 PUBLIC ROADWAY & PUBLIC UTILITIES EASEMENT

PUBLIC WORKS & INFRASTRUCTURE AGENCY

SACRAMENTO
 COUNTY
 **SACDOT** DEPARTMENT OF TRANSPORTATION

213-0161-029
HAZEL AVE SIDEWALK IMPROVEMENTS
 CENTRAL AVE TO ELM AVE

DATE: 06/2019	SCALE: 1"=20'	DRAWN BY: JTW	CHECK BY: TRS	DWG 1 of 1
---------------	---------------	---------------	---------------	------------

WHEN RECORDED RETURN TO:

**REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002**

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept By
Signature/Date:

Print Name & Dept.: _____

APN: 213-0161-028 and 029

Project Name & Dept.: Hazel Ave Sidewalk Improvements
(DOT)

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES

Orangevale Recreation and Park District, a political subdivision of the State of California

do(es) hereby grant to the County of Sacramento, a political subdivision of the State of California, for the purpose of constructing, reconstructing, repairing and forever maintaining a public roadway and public utilities, together with all necessary appurtenances pertaining thereto, a perpetual easement upon, over, across and under that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

See Exhibit "A" and "B" attached hereto and made a part hereof;

together with the perpetual right of ingress and egress to and from said property for the purpose of exercising and performing all of the rights and privileges herein granted.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 20 ____

**Orangevale Recreation and Park District,
a political subdivision of the State of California**

Greg A. Foell, District Administrator

RED File 18-06-013

LOG No. _____

M:\Real Estate\Templates\RES Acquisitions\EASEMENT DEEDS\Easement for Public Roadway and Public Utilities.dot sgp 11052015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF _____)
 COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer
 personally appeared _____,
name(s) of signer(s)

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

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

WITNESS my hand and official seal.

 Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____
 NUMBER OF PAGES _____ DATE _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 2011-0011 of the Board of Supervisors of said County adopted on January 11, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

 Interim Director of General Services

 Date


EXHIBIT "A" DESCRIPTION

All that real property situated in the unincorporated area of the County of Sacramento, State of California, being a portion of the parcel of land described in the *GRANT DEED* recorded on December 19th, the year 2001, in Book 20011219 of Official Records at Page 243, also being a portion of the parcel of land described in the *GRANT DEED* recorded on October 22nd, the year 2008, in Book 20081022 of Official Records at Page 988 in the Office of the County Recorder of Sacramento County, said parcels of land comprising the south 216 feet of Lot 92, said Lot 92 shown on the *MAP OF THE ORANGE VALE COLONY*, filed for record September 18th, the year 1895 in the Office of the County Recorder of Sacramento County, in Book 3 of Maps at Page 20, said portions being more particularly described as follows:

The east 14.00 feet of the west 54.00 feet of the south 216 feet of said Lot 92, containing an area of approximately 3,024 square feet.

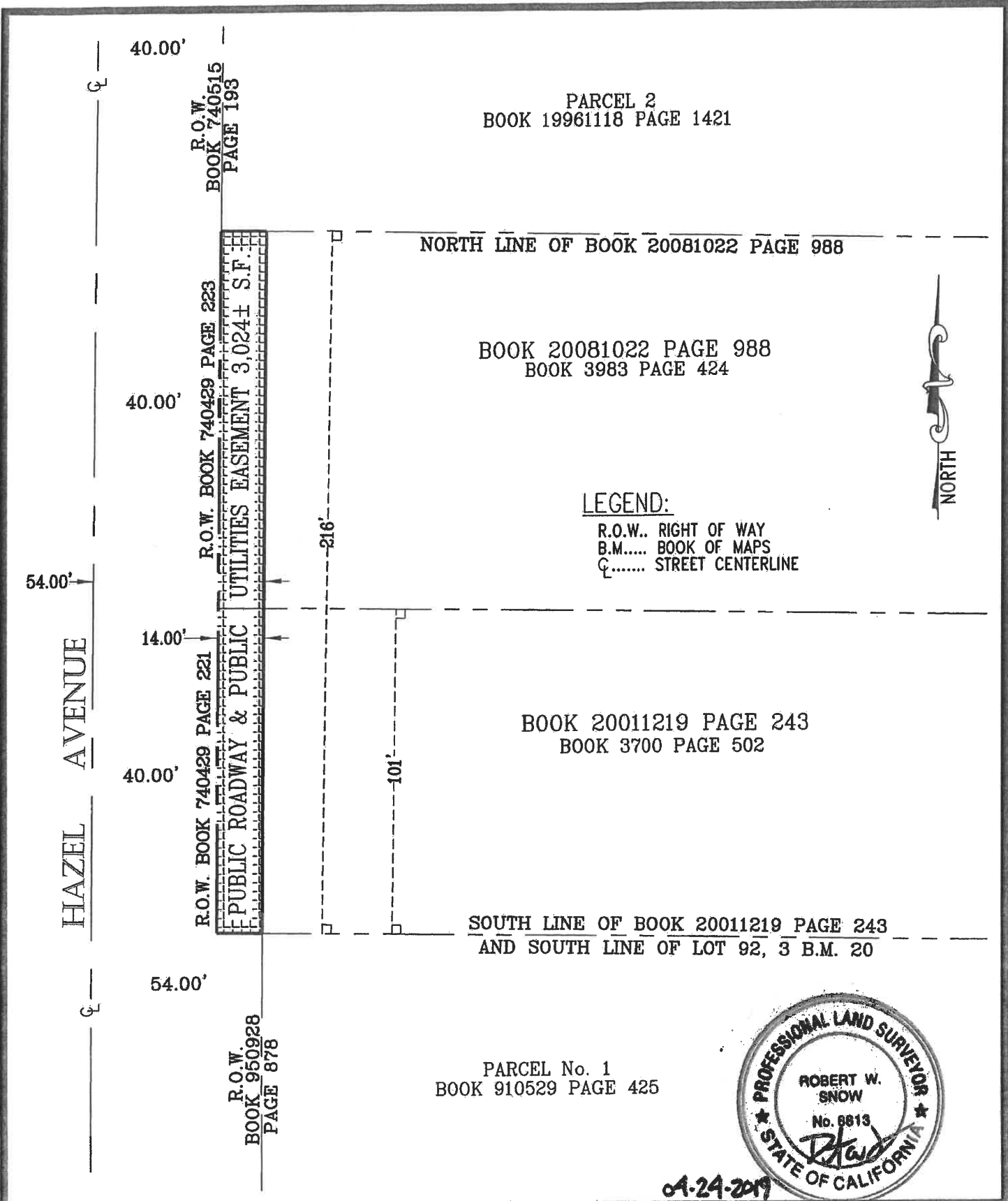
This description based upon the subdivision of said Lot 92 including one-half of the adjoining roads as shown on said plat.

Exhibit "B" to accompany this description, attached hereto and made part hereof.

 04-29-2019

Robert W. Snow
State of California Licensed Land Surveyor





COUNTY OF SACRAMENTO
DEPARTMENT OF COMMUNITY DEVELOPMENT
SURVEY SECTION

SCALE: 1"=40' APRIL 2019

EXHIBIT "B"

PAGE 1 OF 1

A PORTION OF ORANGEVALE RECREATION & PARK DISTRICT PROPERTY
A PORTION OF BK. 20011219 PG. 0243 & BK. 20081022 PG. 0988
A.P.N. 213-0161-028 & 213-0161-029

COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

H-139

**County of Sacramento
ACKNOWLEDGEMENT OF DONATION**

RED File No: **18-06-013**
OWNER: **Orangevale Recreation and Park District**
APN: **213-0161-028 and 213-0161-029**
Project: **DOT – Hazel Ave Sidewalk Improvement**

This Acknowledgement of Donation is made and entered into by and between the County of Sacramento, a political subdivision of the State of California (hereinafter referred to as “County”, and Orangevale Recreation and Park District, a political subdivision of the State of California (hereinafter referred to as “Owner” or “We”).

We, the undersigned, do hereby acknowledge that we have been fully informed of our rights under Federal law to receive just compensation for an Easement for Public Roadway and Public Utilities (3,024 sq. ft.) over that portion of our property delineated on the map attached hereto and made a part hereof as Exhibit A. We have also been informed of our right to have an appraisal of said property along with an offer of just compensation.

We do hereby waive our right to an appraisal and just compensation and agree to donate said Easement for Public Roadway and Public Utilities (3,024 sq. ft.) to the County of Sacramento for the improvement of DOT – Hazel Ave Sidewalk Improvement Project.

We warrant that we are the owner in fee simple of the property donated and that we have the exclusive right to donate this property right.

This acknowledgment is signed by us freely and without coercion of any kind.

OWNER: Orangevale Recreation and Park District

Greg A. Foell, District Administrator

Date

Attach:
Exhibit “A” – Public Roadway and Public Utilities (3,024 sq. ft.)

WHEN RECORDED RETURN TO:

REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

Exhibit A

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept By
Signature/Date:

Print Name & Dept.:

APN: 213-0161-028 and 029

Project Name & Dept.: Hazel Ave Sidewalk Improvements
(DOT)

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES

Orangevale Recreation and Park District, a political subdivision of the State of California

do(es) hereby grant to the County of Sacramento, a political subdivision of the State of California, for the purpose of constructing, reconstructing, repairing and forever maintaining a public roadway and public utilities, together with all necessary appurtenances pertaining thereto, a perpetual easement upon, over, across and under that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

See Exhibit "A" and "B" attached hereto and made a part hereof;

together with the perpetual right of ingress and egress to and from said property for the purpose of exercising and performing all of the rights and privileges herein granted.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this _____ day of _____, 20____

**Orangevale Recreation and Park District,
a political subdivision of the State of California**

Greg A. Foell, District Administrator

RED File 18-06-013

LOG No. _____

M:\Real Estate\Templates\RES Acquisitions\EASEMENT DEEDS\Easement for Public Roadway and Public Utilities.dot sgp 11052015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

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

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

WITNESS my hand and official seal.

 Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____
 NUMBER OF PAGES _____ DATE _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 2011-0011 of the Board of Supervisors of said County adopted on January 11, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

 Interim Director of General Services

 Date

EXHIBIT "A" DESCRIPTION

All that real property situated in the unincorporated area of the County of Sacramento, State of California, being a portion of the parcel of land described in the *GRANT DEED* recorded on December 19th, the year 2001, in Book 20011219 of Official Records at Page 243, also being a portion of the parcel of land described in the *GRANT DEED* recorded on October 22nd, the year 2008, in Book 20081022 of Official Records at Page 988 in the Office of the County Recorder of Sacramento County, said parcels of land comprising the south 216 feet of Lot 92, said Lot 92 shown on the *MAP OF THE ORANGE VALE COLONY*, filed for record September 18th, the year 1895 in the Office of the County Recorder of Sacramento County, in Book 3 of Maps at Page 20, said portions being more particularly described as follows:

The east 14.00 feet of the west 54.00 feet of the south 216 feet of said Lot 92, containing an area of approximately 3,024 square feet.

This description based upon the subdivision of said Lot 92 including one-half of the adjoining roads as shown on said plat.

Exhibit "B" to accompany this description, attached hereto and made part hereof.

 04-24-2019

Robert W. Snow
State of California Licensed Land Surveyor



PARCEL 2
BOOK 19961118 PAGE 1421

NORTH LINE OF BOOK 20081022 PAGE 988

BOOK 20081022 PAGE 988
BOOK 3983 PAGE 424

LEGEND:

- R.O.W.. RIGHT OF WAY
- B.M..... BOOK OF MAPS
- ⊕..... STREET CENTERLINE



BOOK 20011219 PAGE 243
BOOK 3700 PAGE 502

SOUTH LINE OF BOOK 20011219 PAGE 243
AND SOUTH LINE OF LOT 92, 3 B.M. 20

PARCEL No. 1
BOOK 910529 PAGE 425



A-24-2019

PAGE 1 OF 1

EXHIBIT "B"

A PORTION OF ORANGEVALE RECREATION & PARK DISTRICT PROPERTY
A PORTION OF BK. 20011219 PG. 0243 & BK. 20081022 PG. 0988
A.P.N. 213-0161-028 & 213-0161-029

COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

H-139

COUNTY OF SACRAMENTO
DEPARTMENT OF COMMUNITY DEVELOPMENT
SURVEY SECTION

SCALE: 1"=40' APRIL 2019



June 6, 2019

Mr. Greg Foell
District Administrator
Orangevale Recreation & Park District
6826 Hazel Avenue
Orangevale, CA 95662

Dear Greg,

This letter will serve as a scope of services for the Appraisal Report for the properties in Orangevale identified as follows.

6930 Hazel Avenue (213-0161-027)
6920 Hazel Avenue (213-0161-026)

The purpose of this assignment is to provide an opinion of value of the property to assist the Orangevale Recreation and Park District in potential purchase of the asset. Both the client of the report and the intended user is the Orangevale Recreation & Park District.

Based on review of the Appraisal Instructions, the opinion of value will be expressed on an "As Is" condition of the fee simple interest.

This appraisal report will utilize the most applicable method(s) of valuation to arrive at market value of the subject property. The fee for this assignment is \$4,500. The anticipated timing for the appraisal report is delivery within 3 weeks of an executed contract. The specific scope of work for this assignment includes the following.

1. Review of all documents provided to determine the purpose, intended use and intended user of the appraisal report. Identify the appraisal problem and appropriate approaches of value necessary to provide credible results.
2. Complete a physical inspection of the property.
3. Research of the neighborhood, city and county factors was based on neighborhood analysis, information from local government sources, and data sources utilized by Smith & Associates, Inc.
4. In developing the approaches to value, market data will be used and verified. Data sources included in-house data files, brokers and agents, property owners, and other knowledgeable market participants.

East Bay/Corporate Office
140 Town & Country Drive, Suite F
Danville, CA 94526
Phone 925 855-4950
Fax 925 855-4951

Sacramento/Central Valley Office
111 Woodmere Road, Suite 140
Folsom, CA 95630
Phone 916 357-5860
Fax 916 357-5868

Mr. Greg Foell
Orangevale Recreation & Park District
Page Two

5. Review and analyze all pertinent data to determine the subject's highest and best use. Steps 1-4 noted above were considered with emphasis placed on current market conditions and trends.
6. Assemble and analyze the data outlined above and opinions of value formulated. The sales comparison approach to value will be utilized to develop the opinion of value for the subject property.
7. Review the report for content and compliance with USPAP 2018-2019 and client requirements.
8. Preparation of an appraisal report with information presented to the client that is adequate to allow for an understanding of the appraisal process and the opinion of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use.
9. For this assignment, an appraisal report will be provided which is consistent with USPAP Standards Rule 2-2.
10. The appraisal report will include the following definition of market value.

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of time from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
 - b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
 - c. A reasonable time is allowed for exposure in the open market;
 - d. Payment is made in terms of cash in U.S. dollars or financial arrangements comparable thereto; and
 - e. The price reflects the normal consideration by the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
11. A PDF copy of the appraisal will be delivered in accordance with this agreement.

**Mr. Greg Foell
Orangevale Recreation & Park District
Page Three**

Please feel free to call if there are any questions. Please sign and return this document which will serve as an engagement letter. An invoice will be sent along with the completed appraisal report.

Sincerely,

SMITH & ASSOCIATES, INC.



John E. Carrothers, MAI
State Certified General Real Estate Appraiser
AG014017, Expiration 04/11/21

Greg Foell
District Administrator
Orangevale Recreation & Park District

Certified General Real Estate Appraiser
California BREA Appraisal License No. AG014187

John E. Carrothers, MAI

SUMMARY

Over twenty-five years of appraisal experience in Sacramento, Placer, Solano, Sutter, Yolo, Stanislaus, Contra Costa and Alameda Counties. Extensive experience focusing on the analysis of residential subdivisions over the past twenty years.

Property types valued and analyzed include the following:

- Single and Multi-Family Residential
- Vacant Land – Improved and Unimproved
- Commercial – Retail and Industrial
- Subdivision – Feasibility and Valuation

WORK HISTORY

1998 – Present	Managing Partner	Smith & Associates, Inc.
1991 – 1998	Staff Appraiser	Smith Denton Associates, Inc.
1990 – 1991	Staff Appraiser	Professional Appraisal Services, Inc.

EDUCATION

University of California, Davis, CA
Bachelor of Science

Appraisal Institute Courses

Real Estate Appraisal Principles • Valuation Procedures • Capitalization Theory and Techniques, A • Capitalization Theory and Techniques, B • Farm Valuation Seminar • Standards of Professional Practice, A and B • Real Estate Principles • Subdivision Analysis • Assessment Bond Mello Roos Seminar • Report Writing • Advanced Sale Comparison and Cost Approach • National USPAP Equivalent Course

PROFESSIONAL AFFILIATIONS

- Appraisal Institute, MAI