RANCHO SIMI RECREATION AND PARK DISTRICT

BOARD OF DIRECTORS
BUDGET WORKSHOP

THURSDAY, MAY 26, 2016 – 5:30 P.M.

SYCAMORE DRIVE COMMUNITY CENTER, REC ROOM
1692 SYCAMORE DRIVE, SIMI VALLEY, CALIFORNIA

AGENDA

I. CALL TO ORDER

II. PUBLIC DISCUSSION

III. (A) REVIEW AND DISCUSSION OF THE DISTRICT’S ANNUAL MAINTENANCE ASSESSMENT PROCEDURES AND ENGINEER’S REPORT

(B) REVIEW AND DISCUSSION OF THE DISTRICT’S PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2016-17 AND SIGNIFICANT CHANGES FROM PREVIOUS YEAR’S BUDGET

(C) REVIEW AND DISCUSSION OF THE DISTRICT’S PROPOSED MAINTENANCE AND PLANNING PROJECT PRIORITIES FOR FISCAL YEAR 2016-17

(D) REVIEW AND DISCUSSION REGARDING DISTRICT’S LARGE PROJECTS IN ANTICIPATION OF DEVELOPMENT OF THREE-YEAR PLAN

IV. APPROVAL OF AWARD OF CONTRACT FOR WEED ABATEMENT SERVICES AT VARIOUS DISTRICT PARKS AND OPEN SPACE AREAS 7-16-e

V. APPROVAL OF A RESOLUTION AUTHORIZING SUBMISSION OF A PROPOSITION 1 GRANT APPLICATION TO THE SANTA MONICA MOUNTAINS CONSERVANCY FOR THE ACQUISITION OF THE 371-ACRE JONCICH SIMI HILLS PROPERTY AND ENTERING INTO A GRANT AGREEMENT WITH THE CONSERVANCY 131-16-a 178-16-c

VI. APPROVAL OF PURCHASE AGREEMENT FOR MADERA BEFORE AND AFTER SCHOOL CLUB PORTABLE BUILDING REPLACEMENT 140-16-c

VII. ITEMS FROM THE DISTRICT MANAGER (INFORMATIONAL ONLY)

VIII. ITEMS FROM THE BOARD OF DIRECTORS (INFORMATIONAL ONLY)
IX. CLOSED SESSION

(A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

RE: LAND DISPOSITION: PROPERTY LOCATED IN VENTURA COUNTY AT 1692 SYCAMORE DRIVE, SIMI VALLEY, CA

ASSESSOR PARCEL NUMBERS:
642-0-231-285 642-0-280-085
642-0-231-295 642-0-280-095
642-0-280-075

AGENCY NEGOTIATORS: DISTRICT MANAGER, DIRECTOR OF PLANNING AND MAINTENANCE AND LEGAL COUNSEL

NEGOTIATING PARTIES: AREA HOUSING AUTHORITY/ USA PROPERTIES

UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

(B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

RE: LAND ACQUISITION: PROPERTY LOCATED IN VENTURA COUNTY COMMONLY REFERRED TO AS ALAMOS CANYON LOCATED WEST ADJACENT TO THE SIMI VALLEY LANDFILL AND RECYCLING CENTER

ASSESSOR PARCEL NUMBERS:
615-0-150-37 615-0-150-35
615-0-150-32 (portion) 615-0-150-28
615-0-150-14 615-0-150-13
615-0-110-13 (portion) 500-0-292-26
500-0-292-25 500-0-292-24
500-0-292-23 500-0-292-18
500-0-292-17 (portion) 500-0-292-15
500-0-292-10 500-0-291-32
500-0-291-28 500-0-291-26
Which together total approximately 326 acres

AGENCY NEGOTIATORS: DISTRICT MANAGER, DIRECTOR OF PLANNING AND MAINTENANCE AND LEGAL COUNSEL

NEGOTIATING PARTIES: THE NATURE CONSERVANCY AND WASTE MANAGEMENT

UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT
X. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact Human Resources at 805/584-4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 26, 2016

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Award of Contract for Weed Abatement Services at Various District Parks and Open Space Areas

Background and Overview:

At its meeting of April 7, 2016, the District’s Board of Directors authorized Staff to solicit bids for Weed Abatement Services at Various District Parks and Open Space Areas in Simi Valley and Oak Park, California. This work is required each year and involves performing weed abatement and brush clearance services on properties owned by the Park District that are adjacent to private residential homes and developments.

A Notice Inviting Bids was published in the Ventura County Star on May 1, 2016. A total of 4 contractors received bid packages for the project.

On May 17, 2016, sealed, written bids were received from the following contractors:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Simi Valley Parcels</th>
<th>Oak Park Parcels</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oakridge Landscape, Valencia</td>
<td>16,526.39</td>
<td>15,365.00</td>
<td>31,891.39</td>
</tr>
<tr>
<td>Premier Tree and Landscape, Simi Valley</td>
<td>14,800.00</td>
<td>19,700.00</td>
<td>34,500.00</td>
</tr>
</tbody>
</table>

The apparent low bidder, Oakridge Landscape, has previously worked for the Park District in the successful completion of the Oak Park Weed Abatement Services Contract in 2013.

This year’s base bid proposal price ($31,891.39) in comparison to last year’s weed abatement contract ($32,500.00) yields a savings of $608.61 to the Park District. It should be noted that this year’s bid package included an expanded scope-of-work for the Oak Park area that included addition clearing requested by the Ventura County Fire Protection District.
Fiscal Impact:

Adequate funds are included in the District's approved FY 2015-16 Annual Budget to cover all weed abatement expenses using the following accounts:

1. Simi Valley General Fund (Fund 10) for Grounds Maintenance Contract Services in the amount of $20,000.00.

2. Oak Park Assessment Fund (Fund 30) for Grounds Maintenance Contract Services in the amount of $25,000.00.

Board Action Requested:

That the Board:

1. Award a contract for Weed Abatement Services at Various District Parks and Open Space Areas – Simi Valley and Oak Park, CA to Oakridge Landscape in the amount of $31,891.39.

2. Authorize the District Manager to execute an Agreement with the awarded firm on behalf of the District and to amend the Agreement for project contingencies in an amount not to exceed approximately 23.5% of the contract award or $7,500.00 for any additional weed abatement requested by the Ventura County Fire Protection District and/or recommended by District staff. The total allocation for the contract is therefore $39,391.39.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
AGREEMENT WITH

OAKRIDGE LANDSCAPE, INC.

FOR THE

WEED ABATEMENT SERVICES AT VARIOUS

DISTRICT PARKS AND OPEN SPACE

AREAS PROJECT
RANCHO SIMI RECREATION AND PARK DISTRICT

PUBLIC WORKS CONTRACT PROJECT
WEED ABATEMENT SERVICES AT VARIOUS DISTRICT PARKS AND OPEN SPACE AREAS

THIS AGREEMENT “Agreement” is made and entered into this ______ day of ________________________, 2016, by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California hereinafter called DISTRICT, and OAKRIDGE LANDSCAPE INC., a California Corporation, located at 28064 Ave. Stanford, Unit K, Valencia, CA 91355, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before May 17, 2016, for the following:

Weed Abatement Services at Various District Parks and Open Space Areas
Simi Valley and Oak Park, California

in the City of Simi Valley, California and portions of unincorporated Ventura County, including the community of Oak Park, California, hereinafter called PROJECT.

At the hour of 2:00 P.M. on said date, in the DISTRICT offices, said bids were duly opened.

At its special meeting held on May 19, 2016, the DISTRICT Board of Directors duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE 1

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR’s Proposal, all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. The CONTRACT DOCUMENTS shall also include the Standard Specification for Public Works Construction (“Green Book”) currently in effect on the execution date of this Contract. In the case of a conflict between any of the other CONTRACT DOCUMENTS and this Agreement, the order of precedence in the Green Book shall control.
All of the rights and obligations of the DISTRICT and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made a part hereof as though they were fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements be made and performed by DISTRICT, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of THIRTY-ONE THOUSAND, EIGHT HUNDRED NINETY-ONE and 39/100 DOLLARS ($31,891.39), based upon those certain unit prices set forth in CONTRACTOR's Bid Schedule, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising form actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain five percent (5%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

DISTRICT hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amount set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to,
and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the DISTRICT in connection therewith.

ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT Notice to Proceed and shall complete work on the PROJECT within thirty (30) consecutive calendar days after commencement.

ARTICLE VI

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, martial status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, et seq.), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the DISTRICT in connection therewith.

ARTICLE VII

CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.
Contractor and Subcontractor Registration

Under Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code § 1771.1.)

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(1) At least monthly or more frequently if specified in the contract with the awarding body.

(2) In a format prescribed by the Labor Commissioner.

DIR Monitoring and Enforcement

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

Job Site Notices

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

ARTICLE VIII

A. CONTRACTOR shall, without disturbing the condition, notify DISTRICT in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

B. Pending a determination by DISTRICT of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

C. DISTRICT shall promptly investigate the reported conditions. If DISTRICT, through its General Manager, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then DISTRICT shall issue a change order.

D. In the event of a dispute between DISTRICT and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

**ARTICLE IX**

To the greatest extent allowed by law, CONTRACTOR shall assume the defense of and indemnify and hold-harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work, and from any and all claims, loss, damage, injury and liability, however the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, except for and excluding any claims, loss, damage, injury or liability arising from the sole negligence, willful misconduct, or active negligence of the DISTRICT.

(a) That DISTRICT does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by DISTRICT or the deposit with DISTRICT by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

(b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
ARTICLE X

CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract. Additionally, CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the payment of all labor and all materials furnished in connection with this contract.

ARTICLE XI

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by DISTRICT as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers’ Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify DISTRICT for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect DISTRICT, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR’s or any subcontractor’s operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:
(1) Public Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than ONE MILLION DOLLARS ($1,000,000), in which case the aggregate may be ONE MILLION DOLLARS ($1,000,000);

(2) Comprehensive Automobile Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence;

(3) Contractual General Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence.

(c) PROOF OF INSURANCE - The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The DISTRICT shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and with an endorsement extending such coverage to the DISTRICT, as well as with adequate legal assurance that each carrier will give DISTRICT at least forty-five (45) days' prior notice of the cancellation of any policy during the effective period of the contract.

(d) NOTICE TO COMMENCE WORK - The DISTRICT will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the DISTRICT the proof of insurance as required by subparagraph (c) of this article.

ARTICLE XII

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the DISTRICT in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the DISTRICT in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of FIVE HUNDRED DOLLARS ($500.00) shall be presumed to be the amount of damages suffered by the DISTRICT for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of FIVE HUNDRED DOLLARS ($500.00) as liquidated damages for each day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Such sum is liquidated damages and shall not be construed as a penalty and may be withheld from any payments due CONTRACTOR by DISTRICT.
ARTICLE XIII

Upon completion of PROJECT and acceptance of same by the DISTRICT Board of Directors, the DISTRICT's General Manager shall have cause to be recorded a Notice of Completion with the office of the Ventura County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the District Manager of DISTRICT, or his or her designee, shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIV

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the DISTRICT thereto.

ARTICLE XV

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to DISTRICT.

SIGNATURES ON FOLLOWING PAGE 9
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the _____ day of __________________, 2016, by their respective officers duly authorized in that behalf.

ATTEST:

__________________________
Larry Peterson, District Clerk

RANCHO SIMI RECREATION AND PARK DISTRICT:

__________________________
Larry Peterson, District Manager

APPROVED AS TO FORM:

__________________________
Brian A. Pierik, District Counsel

OAKRIDGE LANDSCAPE, INC., A CALIFORNIA CORPORATION

__________________________
President

__________________________
Secretary
CONTRACTOR PROPOSAL FOR THE

WEED ABATEMENT SERVICES AT VARIOUS

DISTRICT PARKS AND OPEN SPACE

AREAS PROJECT
RANCHO SIMI RECREATION AND PARK DISTRICT

PROPOSAL

PROJECT: Weed Abatement Services at Various District Parks and Open Space Areas

PROJECT NO.: 2016-1

LOCATION: Various Locations throughout Simi Valley and Oak Park, California.

BIDDER: Oakridge Landscape Inc.

BID OPENING DATE: May 17, 2016

TIME: 2:00 P.M.

TO THE BOARD OF DIRECTORS
RANCHO SIMI RECREATION AND PARK DISTRICT
1692 Sycamore Drive
Simi Valley, California 93065

Gentlemen:

In accordance with the advertised "Notice Inviting Bids" requesting sealed bids for providing all labor, materials, equipment, and services necessary for:

Weed Abatement Services at Various District Parks and Open Space Areas
Simi Valley and Oak Park, California

and after having carefully examined the location of the proposed work, Project Manual (Specifications), and Contract Document Forms for the same and read the accompanying Proposal, I agree to enter into a Contract to provide all labor, materials, equipment and services necessary to carry the above-mentioned work to completion under the supervision of the Rancho Simi Recreation and Park District (Park District).

In submitting this Proposal, I agree:

1. To hold my Bid open for a period of forty-five (45) days following the date of opening of Bids.

2. Within ten (10) calendar days, to enter into and execute the Agreement, if awarded on the basis of this Proposal, and to furnish Performance and Payment Bonds, if requested and directed by the Park District.

Bid Proposal

BIDDER'S INITIALS  


3. Within five (5) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.

4. To accomplish the entire work within thirty (30) consecutive calendar days from and after executing the Agreement, weather permitting.

BASE BID

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete all the work in conformity with the Project Manual, including specifications, addendums, and other Contract Documents, for the lump sum price of:

Thirty-one thousand eight hundred ninety-one and 39/100 Dollars (U.S.)

UNIT PRICES

All bidders are required by the Park District to submit itemized unit prices for the base bid at the time of the bid opening. This format, including all itemized unit prices, may be used as a basis for Contractor's payments.

Contractor is advised that the unit prices may be used in the determination of the lowest responsible/responsive bidder. Unreasonable prices may result in rejection of the entire bid proposal.

All unit prices shall include all labor, materials, taxes, and incidentals necessary to complete the item.

Bidders are advised that the total sum of all of the unit prices should equal the lump sum total for the base bid.

ITEMIZED UNIT PRICES

1. Simi Valley Parcels – Lump sum price to complete all aspects of the project's scope-of-work for the Simi Valley Area (See Appendix "A").

Sixteen thousand five hundred twenty-six and 39/100 Dollars (U.S.)

Bid Proposal

BIDDER'S INITIALS
2. Oak Park Parcels – Lump sum price to complete all aspects of the project’s scope-of-work for the Oak Park Area (See Appendix “B”).

Fifteen thousand three hundred Twenty-five Dollars (U.S.)

(15,365.00)

AWARD OR REJECTION OF BIDS

The Park District reserves the right to reject any and all bids, any item or items, and to consider the relative merits of the respective apparatus or equipment and construction work submitted and to be the sole judge of any such relative merits; and said District will award the Contract for providing said apparatus or equipment and construction work to the lowest responsible bidder on the apparatus or equipment and construction work best suited to the needs and as determined by said District.

The District reserves the right to award this Contract to a bidder, or bidders, other than the lowest bidder, when the Board of Directors determine that such action would be in the best interest of the District.

Normally an award shall be made to a bidder who is not the lowest bidder only when there are unique circumstances applicable to the procurement or construction.

Unique circumstances include, but are not limited to, the following:

1. When the specifications indicate that the time for completion will be given special consideration in awarding the Contract and the bids reflect different time for completion, OR

2. When the bidder's financial and business standing and ability properly and expeditiously to perform the contract makes that bidder a better choice, OR,

3. When the bids given for the basic work and various bid alternatives for which the District wishes to contract make a given bid more advantageous to the District than others.

STATE LICENSES

The undersigned hereby certifies that they currently possess a valid Landscape (C-27) Contractor's License in the State of California in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code of the State of California. In addition, the undersigned hereby agrees to provide a California Certified Arborist to provide on-site supervision at all times during the course of the work.

INSURANCE

The undersigned agrees to furnish certificate of public liability insurance, workmen's compensation, and such other insurance as will protect him, and the District from claims for damages and from personal injury, including death, which may arise from
operation under this Contract, whether such operation by himself or by any Subcontractor or anyone directly or indirectly employed by him or either of them; and the certificates of such insurance will be filed at the time of execution of the Contract, and such coverage shall be in the amounts specified herein.

The Contractor at his own expense shall carry public liability insurance which shall not be less than $1,000,000 combined single limit (per occurrence with no aggregate limit) as to bodily injury and property damage. The General Public Liability Insurance shall cover the General Contractor and all Subcontractors to the work. The insurance certificate shall include a statement to the effect that the District shall be notified forty-five (45) days prior to cancellation or expiration of policy.

Workmen’s Compensation coverage as required and described by the State of California.

If required, the awarded contractor shall provide the City of Simi Valley, and Ventura County Watershed Protection District with a Certificate of Insurance in conformance with their policy and procedures for all work performed within their property and/or right-of-way. These certificates are in addition to the Park District’s Certificate of Insurance requirements and neither certificate is interchangeable between public agencies. Both Certificates of Insurance must be issued/posted prior to the start of construction.

BONDS

The undersigned agrees to furnish the District with satisfactory labor and material bond in an amount equal to 100% of the Contract price, and a faithful performance bond in an amount equal to 100% of the Contract price, said bonds shall be secured from surety company or surety companies, satisfactory to the District.

The Payment Bond (Labor and Materials) shall be for not less than 100% of the Contract price, to satisfy claims of material suppliers and/or mechanics and laborers employed by the Contractor performing work. The bond shall be maintained by the Contractor and remain in full force until the work is accepted by the District and/or otherwise stated.

The Faithful Performance Bond shall be for 100% of the Contract price, to guarantee faithful performance of all prescribed work within the time allotted, in a manner acceptable to the District.

Concurrent with executing a Contract with the District, the Contractor shall file with the District Surety Bonds in the amounts noted above. The bonds shall be duly executed by a responsible Corporate Surety, authorized to issue such bonds in the State of California and secured through the offices of an authorized agent with an office in California. The Contractor shall pay for all bond premiums, costs and incidentals.

Each bond shall be signed by both the Contractor and Surety, and the signature of the authorized agent of Surety shall be notarized.
Changes in the work or extensions of time, made after the contract, shall in no way release the Contractor or Surety from their obligations. Notices of such changes or extension shall be waived by the Surety.

PERMITS AND FEES

The Contractor will be required to obtain and pay for an “Encroachment Permit” from the City of Simi Valley Department of Public Works for temporary lane closures and work within the public right-of-way. All necessary incidentals (traffic diversion plans, insurance certificates, securities, etc.), necessary to obtain the permits shall be provided by the Contractor as part of the base bid proposal. A copy of the “Encroachment Permit” must be provided to the Park District.

The Contractor shall obtain and pay for all other permits relating to City and County agencies, including business tax, haul and dump permits as required.

PREVAILING WAGE RATES

The District Manager of the Rancho Simi Recreation and Park District by and on behalf of the Board of Directors has obtained the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workmen needed to execute the Contract from the Director of the Department of Industrial Relations of the State of California, and the same is on file in the office of the District. It shall be mandatory upon the Contractor to whom the Contract is awarded to pay not less than the said specified prevailing rates of wages to all workers employed by him in the execution of the Agreement.

CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

Under Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered
contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code § 1771.1.)

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

1. At least monthly or more frequently if specified in the contract with the awarding body.

2. In a format prescribed by the Labor Commissioner.

DIR MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

JOB SITE NOTICES

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

VISITING THE SITE

The undersigned has thoroughly examined the Project Manual (Specifications), Addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all conditions thereof.

CONTRACT DOCUMENTS

A sample of the Agreement proposed to be entered into between the Park District and the undersigned is attached herewith and made a part of these Specifications.

TIMELINESS OF PERFORMANCE

Time is hereby expressly made and declared to be of the essence of this Contract and of each and every part thereof, and no act or forbearance by the Park District or extension by it of the time for the performance of any of the terms of this Contract, and no delay or failure on the part of the Park District in the exercise of any of its rights hereunder shall in any way constitute or operate as a waiver of or excuse for any future default on the part of the Contractor, or as a waiver, release or relinquishment of any of the rights or powers herein conferred upon the Park District.
Delays and Extension of Time:

A. If the work shall be delayed at any time by reason of a suspension ordered by the Park District or because of any other act or neglect of Park District or its officers or employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors, or if the work should be delayed without the fault or negligence of the Contractor, or for any other reason which in the opinion of the Park District is proper justification for such delay, then the Contractor shall be entitled to an extension of time equivalent to the time actually lost by such delay.

B. In order to secure such an extension of time, the Contractor shall file a written request with the Park District for extension of time within seven (7) days of the beginning of each delay, and failure to do so shall constitute a waiver thereof, except that in case of a continuing cause of delay, only one claim shall be necessary.

C. A request for an extension of time or the granting of an extension of time shall not constitute a basis for any claim against the Park District for additional compensation. The Contractor shall be deemed to have waived any and all rights to claim additional compensation unless, at the time of filing a request for an extension of time, he shall likewise file a claim for additional compensation on account of such delay. Additional compensation to the Contractor because of delay in the work shall be considered only if such delay is the result of a suspension ordered by the Park District or because of any other acts or neglect of the Park District or its officers or its employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors.

D. This article does not exclude the recovery of damage for delay by either party under other provisions of the Contract Documents.

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

See Subcontractors List Document 00430.

ADDENDA

This bid includes ADDENDUM NO. N/A Dated: ___________________________.

Dated: ___________________________.

ASSIGNMENT

This Contract shall not be assigned by the Contractor.
AFFIDAVIT

The Contractor for himself and for his successors, executors, administrators, and assigns hereby agree to the full performance of the covenants herein contained.

The undersigned states that this is a genuine proposal, not made in collusion, or in the interest of any other person/firm other than represented by the undersigned.

NAME OF BIDDER Cambridge Landscape Inc.

BY

TITLE President

ADDRESS 28069 Ave, Stanford Unit K
        Valencia, CA 91355

PHONE 661-295-7228

CONTRACTOR'S LICENSE NO. 798565

EXPIRATION DATE 8/31/2017

PRIMARY CLASS C-27, A, B

SECONDARY CLASS

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NO. 1000008346

DATE 6/30/15 - 6/30/16

NOTE: If bidder is a corporation, proposal must be signed by an authorized officer of the corporation and corporation seal affixed. Proposal must be accompanied by a document evidencing such officer is authorized to sign.

Check one - ( ) Owner
            ( ) Partnership
            ( ) Company
            (X) Corporation
            ( ) Other
SUBCONTRACTORS LIST

TO: RANCHO SIMI RECREATION AND PARK DISTRICT
hereinafter called "District"

BY: Oaurside Landscape Inc.
hereinafter called "Bidder"

PROJECT: Weed Abatement Services at Various District Parks and
Open Space Areas
Simi Valley and Oak Park, California.

In accordance with Article 15 of Instructions to Bidders, for portions of the Work equaling or
exceeding 1/2 of 1 percent of the total proposed Contract Sum, the undersigned proposes to use the
following sub-contractors. Except as otherwise approved by the District, the undersigned proposes
to perform all other portions of the Work with his own forces.

<table>
<thead>
<tr>
<th>NO.:</th>
<th>PORTIONS OF THE WORK</th>
<th>SUBCONTRACTOR NAME, ADDRESS &amp; PHONE NO.</th>
<th>LICENSE #</th>
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THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS.

Provide signature identical to that shown on the Bid Form:

BIDDER:  

DATE: 5/7/16

END OF DOCUMENT

Subcontractors List
00430-1
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 26, 2016

TO: District Manager

FROM: Senior Management Analyst

SUBJECT: Approval of a Resolution Authorizing Submission of a Proposition 1 Grant Application to the Santa Monica Mountains Conservancy for the Acquisition of the 371-acre Jonchich Simi Hills Property and Entering Into a Grant Agreement with the Conservancy.

Background:

The approximately 371-acre Jonchich property is located in the Simi Hills just east of the Santa Monica Mountains Conservancy's Sage Ranch Park. The property is a major component of the inter-mountain range habitat linkage that connects the Santa Susana Mountains to the Simi Hills via the Santa Susana Pass. A portion of the Rim of the Valley Trail (North American Cutoff Road) courses through the subject property. The ownership consists of APNs 646-0-170-040 and 649-0-010-415 both wholly within Ventura County. The property drains both to the Arroyo Simi and the Los Angeles River watersheds.

These parcels are part of a Conceptual Area Protection Plan (CAPP) that was recently fully approved by the California Department of Fish and Wildlife (CDFW). An approved CAPP is a requirement for funding from the Wildlife Conservation Board (WCB). There is a willing seller and an appraisal approved by the State Department of General Services (DGS) as submitted by the Mountains Recreation and Conservation Authority (MRCA). The May 2014 appraisal may need to be updated by DGS but land values have not declined during the interim.

Rancho Simi Recreation and Park District (District) staff has been working with the MRCA staff and a local CDFW representative to pursue the acquisition. That pursuit includes a proposed District application to Wildlife Conservation Board (WCB) for funding. To maximize the odds of receiving substantial WCB funding, the consensus was that the District should be the agency submitting grant applications and be the initial, and potentially permanent, fee simple landowner and manager of the property.

Matching funding is critical to secure a substantial grant from the WCB. The proposed action to request Proposition 1 funding from the Santa Monica Mountains Conservancy (Conservancy) is a step toward securing adequate matching funds for the acquisition. The Conservancy Proposition 1 grant program accepts applications quarterly. The application is not complex. The next submittal deadline is May 31, 2016. The Conservancy staff would
score the application and the Conservancy would consider the application at its June 27, 2016 meeting.

The WCB also meets quarterly but requires a complete grant application and verification of matching funding sources approximately eight weeks prior to scheduled meetings. The subject property does not qualify for WCB Proposition 1 funding, which is focused on stream function, and thus there is extreme competition for dwindling non-Proposition 1 WCB funding both statewide and particularly in southern California. With any chance of making the WCB’s August meeting, and even to carve out a staff recommendation for WCB funding for the November meeting, it is imperative to make the Conservancy’s May-June Proposition 1 grant round.

District staff has consulted the Conservancy staff about the competitiveness of the subject application. The property is a good fit for the funding source. There is a substantial USGS blueline stream on the Arroyo Simi watershed portion of property. Staff recommends an application seeking $485,000. A small portion (less than $25,000) would cover District staff time and any associated expenses. The total property acquisition cost is approximately $3,000,000.

At its May 4, 2016 meeting, the MRCA approved a grant of up to $199,000 to the District for the subject acquisition. This mitigation funding source is from past Caltrans Rocky Peak 118 freeway interchange work. Caltrans has approved the Joncich property for use of the funding. The WCB staff has confirmed that this particular mitigation funding was acceptable to the WCB for matching funding.

The District staff has not yet taken any formal action on the subject property. The proposed roadmap is for the District to apply to the Conservancy and the WCB for funding and to be the acquisition and long-term operations entity. Time is tight to secure potential WCB funding in 2016.

**Fiscal Impact:** There is no direct fiscal impact to the District associated with the approval of this Resolution and Grant Agreement. If the Conservancy grant is awarded, the Conservancy could impose restrictions upon the District’s receipt of grant funds.

**Board Action Requested:**

That the Board approve the Resolution Authorizing Submission of a Proposition 1 grant application to the Santa Monica Mountains Conservancy for the Acquisition of the 371-acre Joncich Simi Hills property and Entering Into a Grant Agreement with the Conservancy.

![Signature]

Robin Walker
Senior Management Analyst
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. ________

RESOLUTION OF THE RANCHO SIMI RECREATION AND PARK DISTRICT BOARD OF DIRECTORS AUTHORIZING SUBMISSION OF A PROPOSITION 1 GRANT APPLICATION TO THE SANTA MONICA MOUNTAINS CONSERVANCY FOR THE ACQUISITION OF THE 371-ACRE JONCICH SIMI HILLS PROPERTY AND ENTERING INTO A GRANT AGREEMENT WITH THE CONSERVANCY

WHEREAS, the Santa Monica Mountains Conservancy is conducting a third grant cycle for Proposition 1 funding; and

WHEREAS, the Rancho Simi Recreation and Park District is eligible to apply for said Proposition 1 funding; and

WHEREAS, the 371-acre Joncich property in the Simi Hills comprised of APNs 646-0-170-040 and 649-0-010-415 contains the water and watershed resources consistent with the objectives of Proposition 1 and the Conservancy’s adopted Proposition 1 Competitive Grant Program Guidelines; and

WHEREAS, the Board of Directors of the Rancho Simi Recreation and Park District is pursuing the fee acquisition of 371 acres of land known as the Joncich Property, located in the County of Ventura, for the protection of water resources, public open space, protection of plant and animal habitat corridors, and to provide public outdoor recreation.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Rancho Simi Recreation and Park District hereby:

1. FINDS that acquisition of the identified property is exempt from the provisions of the California Environmental Quality Act (Categorical Exemption, Section 15313, Class 13);
2. FINDS that the identified property possesses high ecological, habitat, and watershed value;
3. FINDS that the use of referenced grant funds for acquisition of the identified property is an appropriate expenditure;
4. ADOPTS the staff report and recommendation for this item;
5. AUTHORIZES submission of a Proposition 1 grant application to the Santa Monica Mountains Conservancy in an amount not to exceed $500,000 to acquire APNs 646-0-170-040 and 649-0-010-415;
6. AUTHORIZES the execution of a Santa Monica Mountains Conservancy Grant Agreement for Proposition 1 funding and the acceptance of said grant funds for the purpose of acquisition of the identified property;
7. AUTHORIZES the District Manager of the Rancho Simi Recreation and Park District to do any and all acts necessary to carry out this resolution and any recommendations made by the Governing Board.

The foregoing resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at its special meeting held on May 26, 2016, at 1692 Sycamore Drive, Simi Valley, California on a motion by

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair, Board of Directors
Rancho Simi Recreation and Park District
I, Larry Peterson, Clerk of the Board of Directors of the Rancho Simi Recreation and Park District, Simi Valley, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. ______ approved by the Rancho Simi Recreation and Park District Board of Directors at its meeting on May 26, 2016.

Clerk to the Board of Directors
Rancho Simi Recreation and Park District
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 26, 2016

TO: District Manager

FROM: Director of Recreation

SUBJECT: Approval of Purchase Agreement for Madera Before and After School Club Portable Building Replacement

SUMMARY
The building used for the District’s Before and After School Club program at Madera Elementary School is in need of replacement. We have been using the building since July 1994 and it houses our third largest Before and After School program in Simi Valley. Due to the number of children attending at Madera, it requires a larger, double room facility which is what we have currently been using there. Our original portable building installations in the 1990’s, including our building at Madera, were placed directly on dirt. We are now required to install portable buildings on more stable and non-water retaining surfaces. The cost to replace our building then includes the removal of the old portable, design and installation of a foundation for the new portable, installation of the replacement building, connection to power, phone and internet and “finishing” of the ramp entrance. We have already replaced other aging portables at Vista and Garden Grove Elementary Schools. At these previous locations we were able to secure desirable leases and did not purchase the buildings. Industry wide these portables are now in higher demand and prices have increased. It appears much more desirable for us now to purchase the replacement building at Madera than to lease, described more in detail below.

FINANCIAL COMPARISON LEASE VS. PURCHASE
We own the buildings used for our After School Programs at five of our fifteen ASC sites. We lease classrooms from the Simi Valley Unified School District when possible and currently lease seven from them. We also lease six portables from McGrath Rent Corp, dba Mobile Modular as they have provided the best pricing and good service for us.

The building we own and are replacing at Madera Elementary School is 24’ x 60’ in size. It has a center divider wall splitting the room into two that has been desirable for separating noisy “play” from quieter homework areas. The site the school district desires us to use at Madera is the current location of our portable building. Using the same location allows us to use the existing power supply and phone lines but limits us in the size of building(s) we can bring in. We are proposing, and needing, to replace the building with the exact same size as current. We replaced the portable at Vista with two 24’ x 40’ buildings and at Garden Grove with one 24’ x 40’. This 24’ x 60’ size is larger than these 24’ x 40’ typically used and the lease price ended up over twice the 24’ x 40’ size, but we do not have room to fit two 24’ x 40’ buildings.
The monthly lease price for the 24’ x 60’ building from Mobile Modular is $825/month for a five-year lease. The purchase price for the same building, used but refurbished, is $57,560. Paying $825/month translates to $57,750 over 5 years and 10 months of lease payments. So our “break even” lease vs purchase is 5.833 years (not counting expected increase in monthly lease price after five years.)

Mobile Modular was awarded the bid from Franklin-McKinley School District in San Jose, California, enabling us to piggyback on their negotiated price. The piggyback purchase price of $57,560 is good through 9/30/2018. This price does not include tax, custom paint, setup or delivery which would total $71,753.75, listed on their Sale Agreement Contract 220022080.1, Exhibit A.

A new building, 24’ x 60’, from Silver Creek Industries, is also available from a piggyback bid with Chula Vista Unified School District and is available to us for $105,434. Mobile Modular does not manufacture new buildings and Silver Creek is one of the primary manufacturers of these portable buildings. This price is 45% higher than the Mobile Modular refurbished building and manufacturing and delivery from Silver Creek is approximately 10 weeks.

There are adequate funds in the current fiscal year ASC Improvements budget to cover the foundation work (estimated at approximately $24,000), old building removal ($9,100) and 25% down payment for the purchase of the Mobile Modular building ($18,000) totaling $51,100. Additional will be needed to pay for the remainder of the building cost and delivery set up costs totaling $53,815 which would be paid for from next fiscal year’s budget.

RECOMMENDATION

Staff recommends approval of the purchase and installation of Mobile Modular Sale Agreement 220022080.1 as per terms listed above, the installation of foundation for the Mobile Modular building at Madera Elementary School, and the removal of the old RSRPD ASC building at Madera Elementary School.

[Signature]
Doug Gale
Director of Recreation
Customer & Site Information

Customer Information:
Rancho Simi Recreation and Park District
1892 Sycamore Drive
Simi Valley, CA 93065
Doug Gale
doug@rarpd.us
(805) 584-4432

Site Information:
Rancho Simi Recreation and Park District
250 Royal Avenue
Madera Elementary School
Simi Valley, CA 93065
Doug Gale
doug@rarpd.us
(805) 584-4432

Customer PO/Reference:
Exp: //
By:

Mobile Modular Contact

Questions?
Please Contact: Byron King
Byron.King@mobilemodular.com
Direct Phone: 951-360-6600
All other inquiries: (951) 360-6600

Product Information

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Classroom, 24x60 DSA (Item1062)
Double classroom. Doors to center. Tackboard interior.

Charges Upon Delivery:

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Tax: $4,410.75
Total Sales Price Including Tax: $71,753.75

Special Notes

Block/Level: Price assumes building is installed on a MMMC standard foundation. MMMC assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2’’ out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

220022080, Printed: 05-12-2018 01:43PM
Thank you for contacting Mobile Modular.
Incorporation by Reference

The Sale Agreement is subject to the Supplemental Sale Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be viewed in the Resources section of Seller’s website at (https://www.mobilemodular.com/contractterms). The Buyer hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("Seller") and buyer ("Buyer", as described in the Sale Agreement in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Sale.

SELLER:
Mobile Modular Management Corporation

Signature: ___________________________
Print Name: ___________________________
Title: ___________________________
Date: ___________________________

BUYER:
Rancho Simi Recreation and Park District

Signature: ___________________________
Print Name: ___________________________
Title: ___________________________
Date: ___________________________

ATTACHMENT A
SALE TERMS AND CONDITIONS

1. SALE. Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Sale Agreement hereto ("Equipment") on the terms and conditions set forth herein. Each such Sale Agreement ("Agreement"), and the sale provisions on the Seller's website at [www.mobilemodular.com/contractterms] (the "Incorporated Provisions"), to which are incorporated by reference into the Agreement, shall constitute a separate and independent sale (a "Sale") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. TIME PAYMENT; TITLE RETENTION.

(a) PURCHASE PRICE. The aggregate amount of the purchase price (the "Purchase Price") is set forth on the Sale Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.

(b) TITLE/RETENTION. Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. DELIVERY AND PLACEMENT OF EQUIPMENT Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "Site"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psi. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.
4. INSPECTION AND ACCEPTANCE. Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

5. BUYER AGREEMENTS. Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.

6. INSURANCE. Until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of $1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.

7. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

8. TERMINATION FOLLOWING BREACH. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

9. GOVERNING LAW. Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

10. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

11. SELLER'S EXPENSES. Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.
12. LICENSE AND TRANSFER FEE(S). If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

13. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

14. FEDERAL CONTRACTOR. As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, 41 CFR 60-1.4; (ii) section 503 of the Rehabilitation Act of 1973, 41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, 41 CFR 60-300.5(a). Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

15. MISCELLANEOUS.

(a) MODIFICATIONS AND AMENDMENTS. Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) NO WAIVER. Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (b) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev. 12/22/15