



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET**

For the Regular Meeting of Wednesday
February 4, 2015

7:00 P.M. Regular Meeting

District Office
1800 Willow Lake Road



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday February 4, 2015
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

C. AREA AGENCIES REPORTS / PRESENTATION

1. Sheriff's Office Report
2. CHP Report
3. East Contra Costa Fire Protection District Report
4. Supervisor Mary Piepho, District III Report

D. COMMITTEE/LIAISON REPORTS

1. Trans-Plan Report
2. County Planning Commission Report
3. Code Enforcement Report
4. Special Districts Report**

***These meetings are held Quarterly*

E. PRESENTATIONS

F. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of regular meeting dated January 21, 2015
2. Approve Register of District Invoices

G. BUSINESS AND ACTION ITEMS

1. Approve Contract to Commercial Tree Care for Tree Services related to RFP L14-02
2. Approve Contract to Tee Janitorial for Janitorial Services related to RFP L14-01
3. Bylaws of the Town of Discovery Bay, Article IV Section 2, A 4 and Appointment of Board Members to District Representative Committee Positions

- H. **INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)**
- I. **PRESIDENT REPORT AND DIRECTORS' COMMENTS**
- J. **MANAGER'S REPORT – Discussion and Possible Action**
- K. **GENERAL MANAGER'S REPORT – Discussion and Possible Action**
- L. **DISTRICT LEGAL COUNSEL REPORT**
- M. **COMMITTEE UPDATES – Discussion and Possible Action**
- N. **CORRESPONDENCE – Discussion and Possible Action**
- O. **PUBLIC RECORD REQUESTS RECEIVED**
- P. **FUTURE AGENDA ITEMS**
- Q. **ADJOURNMENT**
 - 1. Adjourn to the next regular meeting dated February 18, 2015 starting at 7:00 p.m. on 1800 Willow Lake Rd – Located behind the Delta Community Presbyterian Church.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925)634-1131, during regular business hours, at least twenty-four hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item C



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item D



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item E



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday January 21, 2015
REGULAR MEETING 7:00 P.M.**

1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

Call business meeting to order – 7:00 p.m. by President Steele

Pledge of Allegiance – Led by President Steele

Roll Call – All present with the exception of Director Graves

President Steele – Stated that Director Graves is resting at home after his surgery.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None

C. PRESENTATIONS

1. Discovery Bay Community Foundation Presentation by Jim Mattison

Discovery Bay Community Foundation Representative Mattison – Provided the details of item C-1. There was discussion between the Discovery Bay Community Foundation Representative, the General Manager, and the Board.

The consensus of the Board was to have this item C-1 added to the Annual Board Workshop.

D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

President Steele – Stated that General Manager Howard, President Steele, Vice-President Pease, Director Leete, and Director Simon attended the State of the Town Event, January 17, 2015.

E. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of regular meeting dated January 7, 2015

2. Approval of DRAFT minutes of special meeting dated January 14, 2015

3. Approve Register of District Invoices

Motion by: Director Simon to approve the Consent Calendar

Second by: Vice-President Pease

Vote: Motion Carried – AYES: 4 – President Steele, Vice-President Pease, Director Leete, Director Simon, NOES: 0, ABSENT: 1 – Director Graves

F. BUSINESS AND ACTION ITEMS

1. Consideration of a Change in Electronic (paperless) Agenda Packets Mobile Devices

General Manager Howard – Provided the details of item F-1. There was discussion between the General Manager and the Board.

The Board stated to bring this item back to the Board at a later date.

2. Contra Costa County Department of Conservation and Development – Urban Farm Animal Questionnaire/Survey

General Manager Howard – Provided the details of item F-2. There was discussion between the General Manager and the Board. The Board directed Staff to send a letter that states the Board is unanimous in their position (4-0-1 with one member absent) that they oppose any efforts to allow small farm animals, including but not limited to honeybees, chickens and goats in the Town of Discovery Bay's sphere of influence.

G. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)

1. Website Service Agreement between Digital Deployment, Inc. and the Town of Discovery Bay

General Manager Howard – Provided the details of item G-1. There was discussion between the General Manager and the Board.

The consensus was to proceed with the 3 year paid up front option.

H. VEOLIA REPORT

1. Veolia Report – Month of December 2014

Project Manager Berney Sadler – Provided the details of the December 2014 Monthly Operations Report. There was discussion between the Project Manager, the General Manager, and the Board.

I. MANAGER'S REPORTS – Discussion and Possible Action

None

J. GENERAL MANAGER'S REPORT – Discussion and Possible Action

General Manager – Stated that he will be traveling to San Diego for a recheck from his surgery.

K. DISTRICT LEGAL COUNSEL REPORT

District Legal Attebery – Provided the Neumiller & Beardslee Brown Act for January 2015.

L. COMMITTEE UPDATES – Discussion and Possible Action

M. CORRESPONDENCE – Discussion and Possible Action

1. Discovery Bay P-6 Zone Citizen Advisory Committee meeting minutes dated October 8, 2014
2. Contra Costa County Aviation Advisory Committee meeting minutes dated October 9, 2014

N. PUBLIC RECORD REQUESTS RECEIVED

1. PRA request for 2014 employee compensation. There was discussion between the General Manager, Legal Counsel, and the Board.

O. FUTURE AGENDA ITEMS

None

P. ADJOURNMENT

The meeting adjourned at 7:52 p.m. to the next Regular meeting dated February 4, 2015 starting at 7:00 p.m. on 1800 Willow Lake Road.

//cmc – 01-22-14

<http://www.todb.ca.gov/page/576/>



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

February 04, 2015

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Sr. Accounts Clerk
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Approve Register of District Invoices

Recommended Action

Staff recommends that the Board approve the listed invoices for payment

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 197,225.13

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2014/2015
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2014/2015
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2014/2015

AGENDA ITEM: F-2

**Request For Authorization To Pay Invoices (RFA)
For The Meeting On February 21, 2015
Town of Discovery Bay CSD
For Fiscal Year's 7/14 - 6/15**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Administration				
Custom Agronomic Solutions	1335	Pre-Emergent Application (Z35,Z57,Z61)	01/16/15	\$1,481.03
Norman's Nursery	519925	Landscape Reimb (Z57)	01/09/15	\$577.64
Odyssey Landscape Co, Inc.	36040132	Monthly Maintenance (Z35,Z57,Z61)	01/20/15	\$7,589.79
		Administration	Sub-Total	\$9,648.46
Water				
Aflac	598350	Supplemental Insurance Jan 2015	01/26/15	\$325.66
All Bay Custom Cabinets & Millwork	2103	Board Room Relocation	01/27/15	\$1,190.00
American Retrofit Systems	1050	Credit for Invoice #1041	01/15/15	-\$430.00
American Retrofit Systems	1051	Board Room Relocation	01/26/15	\$460.00
Angela Rayzor	3500 SAILBOAT DR	Closed Account, Refund Overpayment	01/13/15	\$11.63
Big Dog Computer	BDC33081	Hard Drive and Repair	12/23/14	\$159.72
Big Dog Computer	BDC33088	Board Room Relocation	01/25/15	\$195.30
Big Dog Computer	BDC33089	Hardware for Wi-Fi	01/25/15	\$190.50
Bill Pease	JAN 2015	Expense Report Jan 2015	01/29/14	\$158.00
Chris Steele	JAN 2015	Expense Report Jan 2015	01/27/15	\$205.84
Cintas	185495600	Uniforms	12/31/14	\$14.92
Cintas	185497223	Uniforms	01/14/15	\$14.92
Cintas	185498039	Uniforms	01/21/15	\$14.92
County Of Contra Costa, Dept of Info Tec	9330	Data Processing Charges Dec 2014	01/16/15	\$17.60
Delta Fence Company, Inc.	25567	Slide Gate Repair	01/19/15	\$594.00
Department Of Motor Vehicles	1	Status and Record Request	01/20/15	\$5.00
Digital Deployment, Inc.	92302	Website Development	01/23/15	\$3,520.00
Discovery Pest Control	139000	Pest Control	01/19/15	\$27.20
EnerPower	66335	Electric Charges 10/10/14-11/09/14	01/23/15	\$542.00
EnerPower	66336	Electric Charges 10/15/14-11/13/14	01/23/15	\$1,270.00
EnerPower	66337	Electric Charges 10/14/14-11/12/14	01/23/15	\$740.00
Freedom Mailing Service, Inc	25979	Water Bills Jan 2015	01/12/15	\$1,044.77
Gladwell Governmental Services, Inc.	3099	Records Retention	01/09/15	\$460.00
Herbert Yarbrough	8146 WESTPORT CIR	Closed Account, Refund Overpayment	01/21/15	\$13.03
J.W. Backhoe & Construction, Inc.	2259	Water Leak Willow Lake Ct	01/20/15	\$2,992.08
J.W. Backhoe & Construction, Inc.	2260	Install Meter Beaver Lane	01/20/15	\$1,148.45
J.W. Backhoe & Construction, Inc.	2261	Water Leak Sand Point Rd	01/20/15	\$3,692.60
Jim Worden	6093 SENECA CIR	Closed Account, Refund Overpayment	01/13/15	\$23.26
Luhdorff & Scalmanini	30388	Preparation of Urban Water Management Plan	12/28/14	\$7,780.00
Luhdorff & Scalmanini	30391	Well Assessment	12/28/14	\$5,830.00
Mark Simon	JAN 2015	Expense Report Jan 2015	01/27/15	\$184.00
Neopost (Postage Account)	7900044908384658/115	Postage	01/07/15	\$13.64
Neumiller & Beardslee	266716	General Services Dec 2014	01/20/15	\$884.20
Neumiller & Beardslee	266717	Hofmann v TODB	01/20/15	\$32.53
Office Depot	748312665001	Office Supplies	01/14/15	\$17.72
Office Depot	748313150001	Office Supplies	01/13/15	\$17.36
Office Depot	749000940001	Office Supplies	01/07/15	\$43.57
Office Depot	750503669001	Office Supplies	01/16/15	\$19.25
Office Depot	750507410001	Office Supplies	01/16/15	\$8.66
Pacific Gas & Electric	2943721807-5/010915	Electric And Gas Bill 12/10/14-01/08/15	01/09/15	\$15,184.36
ReliaStar Life Insurance Company	#JR52 457(B)/013115	457(b) 01/16/15-01/31/15	01/31/15	\$488.04
Robert Leete	JAN 2015	Expense Report Jan 2015	01/27/15	\$184.00
Robin Rowley	5347 GOLD CREEK CIR	Closed Account, Refund Overpayment	01/21/15	\$3.22
SDRMA	16408	Ancillary Benefits Feb 2014	01/26/15	\$548.64
SDRMA	49964	Property Insurance Ford F250	01/13/14	\$293.05
Shred-It USA-Concord	9404763011	Shredding Service Jan 2015	01/08/15	\$23.33
Some Gave All	JAN 2015	Expense Report Jan 2015	01/27/15	\$297.31
Sue Heinel	JAN 2015	Expense Report Jan 2015	01/27/15	\$4.14
TASC	450775312003/FEB2014	Flexible Spending Feb 2014	01/27/15	\$281.65
Underground Service Alert	15001302	Annual Membership	01/20/15	\$89.42
Veolia Water North America	45021	Safety Equipment & Supplies	01/22/15	\$47.26
Veolia Water North America	45023	Vehicle Supply & Maintenance Dec 2014	01/22/15	\$179.94
Veolia Water North America	45072	R&M Dec 2014	01/22/15	\$1,366.35
		Water	Sub-Total	\$52,423.04
Wastewater				
Aflac	598350	Supplemental Insurance Jan 2015	01/26/15	\$488.48
All Bay Custom Cabinets & Millwork	2103	Board Room Relocation	01/27/15	\$1,785.00

American Retrofit Systems	1051	Board Room Relocation	01/26/15	\$640.00
Big Dog Computer	BDC33081	Hard Drive and Repair	12/23/14	\$239.57
Big Dog Computer	BDC33088	Board Room Relocation	01/25/15	\$292.95
Big Dog Computer	BDC33089	Hardware for Wi-Fi	01/25/15	\$285.76
Bill Pease	JAN 2015	Expense Report Jan 2015	01/29/14	\$237.00
Chris Steele	JAN 2015	Expense Report Jan 2015	01/27/15	\$308.76
Cintas	185495600	Uniforms	12/31/14	\$22.39
Cintas	185497223	Uniforms	01/14/15	\$22.39
Cintas	185498039	Uniforms	01/21/15	\$22.39
County Of Contra Costa, Dept of Info Tec	9330	Data Processing Charges Dec 2014	01/16/15	\$26.40
Digital Deployment, Inc.	92302	Website Development	01/23/15	\$5,280.00
Discovery Pest Control	139000	Pest Control	01/19/15	\$40.80
Gladwell Governmental Services, Inc.	3099	Records Retention	01/09/15	\$690.00
Mark Simon	JAN 2015	Expense Report Jan 2015	01/27/15	\$276.00
Neopost (Postage Account)	7900044908384658/115	Postage	01/07/15	\$20.45
Neumiller & Beardslee	266713	General Services Dec 2014	01/20/15	\$150.50
Neumiller & Beardslee	266716	General Services Dec 2014	01/20/15	\$2,043.30
Neumiller & Beardslee	266717	Hofmann v TODB	01/20/15	\$48.80
Office Depot	748312665001	Office Supplies	01/14/15	\$26.59
Office Depot	748313150001	Office Supplies	01/13/15	\$26.03
Office Depot	749000940001	Office Supplies	01/07/15	\$65.36
Office Depot	750503669001	Office Supplies	01/16/15	\$28.87
Office Depot	750507411001	Office Supplies	01/16/15	\$12.10
Pacific Gas & Electric	7312115758-7/011315	Electric And Gas Bill 12/11/14-01/11/15	01/13/15	\$24,340.92
ReliaStar Life Insurance Company	#JR52 457(B)/013115	457(b) 01/16/15-01/31/15	01/31/15	\$732.06
Robert Leete	JAN 2015	Expense Report Jan 2015	01/27/15	\$276.00
SDRMA	16408	Ancillary Benefits Feb 2014	01/26/15	\$822.96
SDRMA	49964	Property Insurance Ford F250	01/13/14	\$439.57
Shred-It USA-Concord	9404763011	Shredding Service Jan 2015	01/08/15	\$34.99
Some Gave All	JAN 2015	Expense Report Jan 2015	01/27/15	\$445.96
Stantec Consulting Services Inc	866082	RWD	01/07/15	\$6,669.00
Sue Heintl	JAN 2015	Expense Report Jan 2015	01/27/15	\$6.21
TASC	450775312003/FEB2014	Flexible Spending Feb 2014	01/27/15	\$422.47
Underground Service Alert	15001302	Annual Membership	01/20/15	\$134.14
Veolia Water North America	45020	Large Item Replacement Dec 2014	01/22/15	\$1,410.20
Veolia Water North America	45021	Safety Equipment & Supplies	01/22/15	\$70.89
Veolia Water North America	45022	Effluent Filtration	01/22/15	\$6,079.18
Veolia Water North America	45023	Vehicle Supply & Maintenance Dec 2014	01/22/15	\$269.90
Veolia Water North America	45072	R&M Dec 2014	01/22/15	\$1,643.74

Wastewater Sub-Total \$56,878.08

Community Center

Community Center Sub-Total \$0.00

Grand Total \$118,949.58

Request For Authorization To Pay Invoices (RFA)
For The Meeting On February 04, 2015
Town of Discovery Bay, D.Bay L&L Park #8
For Fiscal Year's 7/14 - 6/15

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Big Dog Computer	BDC33087	Community Center-Laptop Repair	01/25/15	\$137.45
Burkett's Pool Plastering, Inc.	81490-1	Community Center-Pool Plaster	01/26/15	\$45,671.25
Cintas	185495600	Uniforms	12/31/14	\$18.66
Cintas	185495600	Community Center-Mats	12/31/14	\$22.75
Cintas	185497223	Uniforms	01/14/15	\$18.66
Cintas	185497223	Community Center-Mats	01/14/15	\$22.75
Cintas	185498039	Uniforms	01/21/15	\$18.66
Cintas	185498039	Community Center-Mats	01/21/15	\$22.75
Commercial Tree Care	20542	Chip Debris Piles	01/15/15	\$1,260.00
Commercial Tree Care	20610	Pruning	01/15/15	\$1,140.00
Contra Costa Health Services	IN0158276	Community Center-Health Permit	01/31/15	\$730.00
Custom Agronomic Solutions	1335	Pre-Emergent Application	01/16/15	\$2,448.85
Custom Agronomic Solutions	1336	Post Spray Work	01/19/15	\$1,100.00
Henson Plumbing, Inc.	47529	Community Center-Restroom Repair	01/21/15	\$114.77
Hydropoint Data Systems, Inc.	1028990/HR111423	WeatherTrak Cornell Park	01/15/15	\$225.00
Pacific Gas & Electric	0869258994-1/010815	Electric And Gas Bill 12/10/14-01/08/15	01/08/15	\$412.30
Pacific Gas & Electric	5702839598-6/010915	Community Center-Electric And Gas Bill 12/09/14-01/07/15	01/09/15	\$766.07
Pacific Gas & Electric	5939734421-5/011515	Electric And Gas Bill 12/17/14-01/15/15	01/15/15	\$6,741.32
Town of Discovery Bay, CSD	357	Title Report Reimbursement	01/15/15	\$150.00
Town of Discovery Bay, CSD	358	Payroll Reimbursement Dec 2014	01/23/15	\$12,629.87
Town of Discovery Bay, CSD	9-900-000-002-6.02	Community Center-Water Bill 12/01/14-12/31/14	12/31/14	\$109.21
Town of Discovery Bay, CSD	9-900-000-002-7.02	Water Bill 12/01/14-12/31/14	12/31/14	\$2.90
Town of Discovery Bay, CSD	9-900-000-004-2.01	Water Bill 12/01/14-12/31/14	12/31/14	\$36.93
Town of Discovery Bay, CSD	9-900-000-004-2.02	Water Bill 12/01/14-12/31/14	12/31/14	\$5.81
Town of Discovery Bay, CSD	9-900-000-004-2.03	Water Bill 12/01/14-12/31/14	12/31/14	\$135.80
Town of Discovery Bay, CSD	9-900-000-004-2.04	Water Bill 12/01/14-12/31/14	12/31/14	\$7.26
Town of Discovery Bay, CSD	9-900-000-004-2.05	Water Bill 12/01/14-12/31/14	12/31/14	\$5.81
Town of Discovery Bay, CSD	9-900-000-004-2.06	Water Bill 12/01/14-12/31/14	12/31/14	\$5.81
Town of Discovery Bay, CSD	9-900-000-004-2.07	Water Bill 12/01/14-12/31/14	12/31/14	\$9.30
Town of Discovery Bay, CSD	9-900-000-004-2.08	Water Bill 12/01/14-12/31/14	12/31/14	\$9.30
Town of Discovery Bay, CSD	9-900-000-004-2.09	Water Bill 12/01/14-12/31/14	12/31/14	\$9.30
Town of Discovery Bay, CSD	9-900-000-004-2.10	Water Bill 12/01/14-12/31/14	12/31/14	\$9.30
Town of Discovery Bay, CSD	9-900-000-004-4.01	Water Bill 12/01/14-12/31/14	12/31/14	\$2.90
Town of Discovery Bay, CSD	9-900-000-004-4.02	Water Bill 12/01/14-12/31/14	12/31/14	\$9.30
Town of Discovery Bay, CSD	9-900-000-004-4.03	Water Bill 12/01/14-12/31/14	12/31/14	\$205.59
Town of Discovery Bay, CSD	9-900-000-004-4.04	Water Bill 12/01/14-12/31/14	12/31/14	\$2.90
Town of Discovery Bay, CSD	9-900-000-004-4.05	Water Bill 12/01/14-12/31/14	12/31/14	\$5.81
Town of Discovery Bay, CSD	9-900-000-012-0.01	Water Bill 12/01/14-12/31/14	12/31/14	\$5.81
Watersavers Irrigation Inc.	1511301-00	Misc. Irrigation Repairs	10/06/14	\$29.93
Watersavers Irrigation Inc.	1511669-00	Misc. Irrigation Repairs	10/07/14	\$23.93
Watersavers Irrigation Inc.	1511674-00	Misc. Irrigation Repairs	10/07/14	\$101.45
Watersavers Irrigation Inc.	1514676-00	Misc. Irrigation Repairs	10/16/14	\$27.08
Total				\$74,412.54

Request For Authorization To Pay Invoices (RFA)
For The Meeting On February 04, 2015
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)
For Fiscal Year's 7/14 - 6/15

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Cintas	185495600	Uniforms	12/31/14	\$18.66
Cintas	185497223	Uniforms	01/14/15	\$18.66
Cintas	185498039	Uniforms	01/21/15	\$18.66
Custom Agronomic Solutions	1335	Pre-Emergent Application	01/16/15	\$171.42
Odyssey Landscape Co, Inc.	36040132	Monthly Maintenance	01/20/15	\$2,900.73
Town of Discovery Bay, CSD	359	Payroll Reimbursement Dec 2014	01/23/15	\$649.40
Town of Discovery Bay, CSD	9-900-000-004-3.01	Water Bill 12/01/14-12/31/14	12/31/15	\$63.97
Town of Discovery Bay, CSD	9-900-000-004-3.02	Water Bill 12/01/14-12/31/14	12/31/15	\$12.21
Town of Discovery Bay, CSD	9-900-000-004-3.03	Water Bill 12/01/14-12/31/14	12/31/15	\$9.30
			Total	\$3,863.01



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

February 4, 2015

Prepared By: Fairin Perez, Parks and Recreation Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Approve Contract to Commercial Tree Care for tree services related to RFP L14-02

Recommended Action

That the Board: (1) Award contract to Commercial Tree Care, in the amount not to exceed \$24,236 for tree care services as identified in RFP L14-02; and (2) authorize the General Manager to execute all contracts or purchase orders.

Executive Summary

As part of the Contra Costa County 2014/15 Operating & Capital budgets for Discovery Bay L&L Zones 57 and 61 funds for various tree trimming services were identified and included.

Staff released a Request for Proposals (RFP L14-02) in December 2014. The RFP included tree maintenance services along Bixler Road, Point of Timber, Newport Drive (all Zone 61) and Regatta Park (Zone 57). The RFP closed on January 9th; a summary of the bids is shown below.

Although Zones 57 & 61 are owned by Contra Costa County, the Town of Discovery Bay CSD operates under a Maintenance Agreement which allows the District to contract for services, excepting Capital Improvements, as long as such projects are identified within the budget. The County has already issued a Work Order for this work; approval and management of the Contract/Contractor would be the responsibility of the District.

Financial Review:

All project costs have been budgeted within the FY 14/15 Contra Costa County L&L Zones 57 & 61 Operating and Capital Budgets.

Bidder	Item 1	Item 2	Item 3	Item 4	Total Bid
C&W Tree	\$9,970	\$10,693	\$8,525	\$10,260	\$39,448
New Image Landscape	\$10,350	\$14,660	\$9,550	\$11,070	\$45,630
Commercial Tree Care	\$2,573	\$7,933	\$4,645	\$9,085	\$24,236
West Coast Arborist	\$3,795	\$5,715	\$8,255	\$7,050	\$24,815

Not only was Commercial Tree Care the apparent low bidder, but they met all requirements of the RFP process. They have previously worked successfully with the District. It is recommended that the low bid be accepted and contract awarded.

Fiscal Impact:

Amount Requested: \$24,236 (\$9,085/Zone 57 - \$15,151/Zone 61)
 Sufficient Budgeted Funds Available: Yes (In all Zones)
 Project / Fund: 2282 Category: OPERATING

Previous Relevant Board Actions for This Item

Attachments

Bid Summary RFP L14-02
 Bid Response_Commercial Tree Care
 Draft Contract_Commercial Tree Care

AGENDA ITEM: G-1

BID SUMMARY

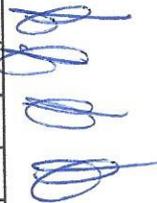
Tree Care Services in Discovery Bay - RFP L14-02

Owner: Town of Discovery Bay CSD
 Project: Tree Care Services - Discovery Bay
 Date: January 9, 2015 @ 4:00p.m.

Bids Opened by: Monica Rollins

Witness: 

CONTRACTOR /COMPANY NAME	DATE RCVD	TIME RCVD	Acknowledgement	BID FORM	Item #1	Item #2	Item #3	Item #4	Bid dollar Amount
C&W Tree & Landscape	1/7/2015	11:18am	Yes	Yes	\$9,970	\$10,693	\$8,525	\$10,260	\$39,448.00
New Image Landscape *	1/9/2015	10:53am	Yes	Yes	\$10,350	\$14,660	\$9,550	\$11,070	\$45,630.00
Commercial Tree Care	1/9/2015	2:24pm	Yes	Yes	\$2,573	\$7,933	\$4,645	\$9,085	\$24,236.00
West Coast Arborists, Inc.	1/9/2015	2:33pm	Yes	Yes	\$3,795	\$5,715	\$8,255	\$7,050	\$24,815.00
* Item subtotals added by TODB staff for Item #1, #2, #3.									





Commercial Tree Care
A Rhino Enterprises Company
P.O Box 549 Santa Clara, CA. 95052
Office: (408) 985-TREE (8733) Fax: (408) 985-6536

1/9/2015

Mrs. Fairin Perez
Parks and Recreation Manager
Town of Discovery Bay CSD
1800 Willow Lake Rd.
Discovery Bay, CA 94505

Dear Mrs. Perez,

Enclosed you will find our response to RFP L14-02 TREE CARE SERVICES. We appreciate the opportunity to submit these proposals.

This proposal is effective for the proposed start date of February 2, 2015. Commercial Tree Care will comply with all terms and conditions as stated in this RFP. Our firm employs several Certified Arborists, the work being done in the Town of Discovery Bay will be overseen by East Bay Division Manager Daniel Ray (ISA Certified Arborist WE-3522A, TCIA Certified Tree Care Safety Professional #47) who is accredited and in good standing with the International Society of Arboriculture.

Commercial Tree Care (CTC) is a provider of commercial and residential arboricultural services. CTC is incorporated in the State of California as an arboriculture services enterprise. The company was founded in 1992 and has grown into a strong, mid-sized professional tree services provider in the Bay Area.

This branch specializes in services to corporations, developers, property management companies, residential, landscape architects, landscape contractors, and governmental agencies (Federal, State and Local).

Commercial Tree Care warrants that it is a qualified provider of arboriculture services and that all services to be delivered will be performed in a competent and professional manner consistent with International Society of Arboriculture standards. We also perform pre-employment criminal back ground checks, drug screen and extensive reference check before hiring any employee to help insure a safe and professional work environment.

Services offered by the branch include: consultation related to diagnosis and evaluation, environmental impact reports associated with development and redevelopment, site evaluation and design, maintenance plans, litigation testimony, and appraisal; A full range of arboriculture/vegetation management services including tree pruning, removal, stump grinding, cabling, bracing, fertility treatment, pest and disease control, tree installation and transplanting.

CREDENTIALS AND INSURANCE:

California State Contractor License Class CSLB# 954288, Qualified Applicator License #97853. CTC also holds City Business Licenses as required by local jurisdictions. Most employees hold WCISA Certification as Arborists and/or Tree Workers. Membership in the International Society of Arboriculture (ISA), the Western Chapter of the International Society of Arboriculture (WCISA), the National Association of Arborists (NAA), the Society of Commercial Arborists (SCA), Tree Care Industry Association (TCIA), Pesticide Applicators Professional Association (PAPA) and Society of Municipal Arborists (SMA). Extended resources include the University of California Extension Service (UC/ES).



Commercial Tree Care
A Rhino Enterprises Company
P.O Box 549 Santa Clara, CA. 95052
Office: (408) 985-TREE (8733) Fax: (408) 985-6536

CTC maintains \$2,000,000 General Liability Insurance including Extended Broadform Liability, Completed Operations, and Product Liability. Worker's Compensation Insurance per State requirements. Casualty Insurance in a single limit (BI and PD) amount of \$1,000,000. Insurance covers the full range of services offered by CTC and meets or exceeds California State requirements for operations involving pest control and tree work. CTC operations are in full compliance with OSHA and CAL-OSHA requirements (Title 8, Section 3420).

Thank you again for the opportunity to participate in the RFP process, we look forward to working the Town of Discovery Bay CSD.

Sincerely,

Chris Sartain
Arborist Account Manager
Commercial Tree Care

Proposal Cost Breakdown
Tree Care Service
RFP L14-02

Item	Bid Item Description	Qty.	Unit Pricing	Total
1a	Fraxinus udhei - P	46	\$40.00	\$1840.00
1b	Chinese Pistache - P	12	\$29.00	\$348.00
1c	Raywood Ash - P	11	\$35.00	\$385.00
Item 1 Total				\$2,573.00
2a	Fraxinus udhei - P	7	\$75.00	\$525.00
2b	Fraxinus udhei - P	20	\$79.00	\$1580.00
2c	Fraxinus udhei - PST	54	\$62.00	\$3348.00
2d	Fraxinus udhei - PST	40	\$62.00	\$2,480.00
Item 2 Total				\$7,933.00
3a	African sumac - P	19	\$40.00	\$760.00
3b	Idaho Locust - P	91	\$40.00	\$3,640.00
3c	Raywood Ash - P & DW	7	\$35.00	\$245.00
Item 3 Total				\$4,645.00
4a	Eucalyptus rudis - P	26	\$105.00	\$2,730.00
4b	Acacia longifolia/mel. - P	27	\$65.00	\$1,755.00
4c	Schinus molle - RT	36	\$115.00	\$4,140.00
4d	Salix babylonica - RT	5	\$92.00	\$460.00
Item 4 Total				\$9,085.00
TOTAL BID AMOUNT				\$24,236.00

Bids shall be for a one time service.

ACKNOWLEDGEMENT

Tree Care Services
RFP L14-02

To ensure all bid materials were received, **this Acknowledgement must be completed and returned with your bid prior to January 9, 2015 at 4:00 p.m.** This sheet acknowledges receipt of the following materials:

- 1. RFP No. L14-02
- 2. Attachment 'A' – Tree Maintenance – Service/Location
- 3. Attachment 'B' – Proposal Cost Breakdown
- 4. Attachment 'C' – Sample Contract
- 5. Addendum #001

Bid submittals received without this completed sheet will be deemed incomplete and will not be considered in the award process.

Acknowledged by: Chris Sartain

Company: Commercial Tree Care

License No. 954288

Bidder: Chris Sartain 

Title: Arborist Account Manager

Date: 1-9-15

**COMMUNITY SERVICES DISTRICT
TOWN OF DISCOVERY BAY**

AGREEMENT WITH COMMERCIAL TREE CARE

THIS AGREEMENT, is made and effective as of February 5th, 2015, between the **Town of Discovery Bay**, Community Services Discovery Bay, a political subdivision of the State of California (“Discovery Bay”) Discovery Bay and **Commercial Tree Care** ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on February 5th, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 5, 2015, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Contractor shall perform the tasks described in its proposal, dated January 9, 2015 as set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full.

3. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of his or her ability, experiences, and talent, perform all tasks described herein. Contractor represents to Discovery Bay that it has the qualifications necessary to perform the tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. Discovery Bay agrees to pay Contractor monthly, in accordance with the conditions of this Agreement, based upon actual time spent on the above tasks. This amount shall not exceed **Twenty-four thousand, two-hundred and thirty six** Dollars (**\$24,236**) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A** which does not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by Discovery Bay and shall not be deemed a part of this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the General Manager, or his or her designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by General Manager and Contractor at the time Discovery Bay's written authorization is given to Contractor for the performance of said services. The General Manager is authorized to approve work that does not exceed five thousand dollars (\$5,000). However, the General Manager may approve additional work not to exceed an additional amount of five thousand dollars (\$5,000.00) if the original contract was authorized by Discovery Bay's Board of Directors. Any work in excess of this amount shall be approved by Discovery Bay's Board of Directors at a regularly scheduled or special meeting of the Board.

c. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all no disputed fees. If Discovery Bay disputes any of Contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Contractor shall not be paid for any work performed until it has submitted to Discovery Bay a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. Discovery Bay may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of termination. Discovery Bay shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If Discovery Bay suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, Discovery Bay shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to Discovery Bay. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to Discovery Bay pursuant to Section 3.

6. DEFAULT OF CONTRACTOR.

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, Discovery Bay shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and the General Manager may terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the General Manager or his or her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the General Manager shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Discovery Bay that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of

services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of Discovery Bay or its designees at reasonable times to such books and records, shall give Discovery Bay the right to examine and audit said books and records, shall permit Discovery Bay to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of Discovery Bay and may be used, reused or otherwise disposed of by Discovery Bay without the permission of the Contractor. With respect to computer files, Contractor shall make available to Discovery Bay, upon reasonable written request by Discovery Bay, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

8. INDEMNIFICATION. The Contractor agrees to defend, indemnify, protect and hold harmless Discovery Bay, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which Discovery Bay, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of Discovery Bay.

9. INSURANCE. Contractor if required to work on Discovery Bay property during the contract period, shall submit proof of insurance to Discovery Bay showing Town of Discovery Bay Community Services District, its officers, agents and employees named as Additional Insured and insurance policy shall contain provisions that such policy may not be canceled except after thirty (30) days written notice to Discovery Bay, ten (10) days notice if cancellation is due to nonpayment of premium.

Contractor agrees that Contractor is responsible to insure that the requirements set forth in this section are also being met by Contractor's subcontractors who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with Discovery Bay.

General Liability Limits

1. BI & PD combined/per occurrence	\$1,000,000
/Aggregate	\$1,000,000
2. Personal Injury/Aggregate	\$1,000,000
3. Professional Liabilities	\$1,000,000

Worker's Compensation and Employer's Liability *Statutory requirement*

10. INDEPENDENT CONTRACTOR.

a. Contractor is and shall at all times remain as to Discovery Bay a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Discovery Bay nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of Discovery Bay. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against Discovery Bay, or bind Discovery Bay in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, Discovery Bay shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Discovery Bay. Discovery Bay shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. Discovery Bay, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

a. Contractor agrees to pay to each craft, classification or type of workman the prevailing wage determined by the State of California, Director of Industrial Relations, in the published wage scale determination, a copy of which is available at the Office of the Town of Discovery Bay CSD. Contractor agrees to comply with California Labor Code §§ 1777.5, 1776.

12. RELEASE OF INFORMATION.

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without Discovery Bay's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the General Manager or unless requested by Discovery Bay's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within Discovery Bay. Response to a subpoena or

court order shall not be considered "voluntary" provided Contractor gives Discovery Bay notice of such court order or subpoena.

b. Contractor shall promptly notify Discovery Bay should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed hereunder or with respect to any project or property located within Discovery Bay. Discovery Bay retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Discovery Bay and to provide Discovery Bay with the opportunity to review any response to discovery requests provided by Contractor. However, Discovery Bay's right to review any such response does not imply or mean the right by Discovery Bay to control, direct, or rewrite said response.

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To Discovery Bay: Town of Discovery Bay CSD
 1800 Willow Lake Road
 Discovery Bay, California 94505
 Attention: General Manager

To Contractor: Commercial Tree Car
 P.O. Box 549
 Santa Clara, CA 95052

14. ASSIGNMENT. The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of Discovery Bay.

15. LICENSES. At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW. Discovery Bay and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

17. LITIGATION. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal Discovery Bay court with geographic jurisdiction over the Town of Discovery Bay. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

CONTRACTOR

TOWN OF DISCOVERY BAY

By:
Title:

By: Rick Howard
Title: General Manager

By:
Title:

[Two signatures of corporate officers required]



Town of Discovery Bay

“A Community Services District”

AGENDA REPORT

Meeting Date

February 4, 2015

Prepared By: Fairin Perez, Parks & Recreation Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Approve Contract to Tee Janitorial for Janitorial Services related to RFP L14-01

Recommended Action

That the Board: (1) Award contract to Tee Janitorial, in the amount not to exceed \$13,200 (annual) for janitorial services as identified in RFP L14-01; and (2) authorize the General Manager to execute all contract documents and purchase orders.

Executive Summary

The Town of Discovery Bay CSD (District) contracts out for janitorial services for six (6) District owned, or managed, sites. The last bid and contract award occurred in 2011. This Contract was for a period of two years, with two one-year extensions. Although, the Contract is not set to expire until the end of July, based upon repeated complaints and sub-par performance standards of the current Contractor, staff has opened the bidding process early.

Staff released a Request for Proposals (RFP L14-01) in December 2014. The RFP included janitorial services for the District office, an offsite office on Discovery Bay Boulevard, Cornell Park restrooms and drinking fountains at Slifer/Regatta/Ravenswood Parks. The RFP closed on January 23rd; a summary of the bids is shown below.

The District received six responses on the Janitorial RFP. Only four (4) of the bids were complete; Brut Force failed to provide a price for Site 2, and Imperial Maintenance was missing the second page of their bid pricing.

Financial Review:

Bid Summary

Bidder	Site 1	Site 2	Site 3	Site 4	Site 5	Site 6	Monthly Total
Brut Force	\$210	NO Bid	\$350	\$25	\$25	\$25	\$635*
Tee Janitorial	\$340	\$200	\$520	\$100	\$100	\$50	\$1,310
<i>Tee Janitorial (REV)</i>	\$340	\$200	\$520	\$40	\$40	\$20	\$1,100
Universal Building	\$278	\$175	\$840	\$33	\$33	\$33	\$1,391
Quality Clean	\$2761.75	\$1,381.25	\$1646.66	\$30	\$30	\$15	\$5,864.66
Imperial Maintenance	\$542.53	\$271.27	\$718.26	\$50	**	**	** Inc. Bid**
EMMS, Inc.	\$430	\$190	\$650	\$55	\$55	\$55	\$1,435

Although the bid from Tee Janitorial is higher than that of Brut Force, it must be noted that Brut Force did not submit a price for Office Site #2. Recommendation to proceed with a contract with Tee Janitorial also considers the current Contractors failure to provide satisfactory service.

Staff reviewed the proposal from Tee Janitorial and performed a reference check. The reference check was satisfactory. Upon proposal review, staff felt that the cost associated with cleaning the park drinking fountains was excessive and contacted the Contractor to discuss pricing. Tee Janitorial is willing to reduce pricing as shown above.

“Continued to next page”

Fiscal Impact:

Amount Requested: \$13,200 (Annual) (\$6,480/Town - \$5,520/Zone 8 - \$480/Zone 61 - \$480/Zone 57 - \$240/Zone 9)
Sufficient Budgeted Funds Available: YES / NO / YES / YES / YES
Project / Fund: Various Category: OPERATING

Previous Relevant Board Actions for This Item

Attachments

Bid Summary RFP L14-01
Bid Response_Tee Janitorial
Draft Contract_Tee Janitorial

AGENDA ITEM: G-2

BID SUMMARY

Janitorial Services Discovery Bay - RFP L14-01

Owner: Town of Discovery Bay CSD
 Project: Janitorial Services - Discovery Bay
 Date: January 23, 2015 @ 4:00p.m.

Bids Opened by: Monica Rollins
 Witness:

CONTRACTOR /COMPANY NAME	DATE RCVD	TIME RCVD	Acknowledgement	BID FORM	Site #1	Site #2	Site #3	Site #4	Site #5	Site #6	Monthly Bid Amount	Annual Cost	
Brut Force Janitorial	1/16/2015	3:20pm	yes	yes	\$210	no bid	\$350	\$25	\$25	\$25	\$635	\$7,620.00	
Tee Janitorial	1/23/2015	9:30am	yes	yes	\$340	\$200	\$520	\$100	\$100	\$50	\$1,310	\$15,720.00	
Universal Building Services	1/23/2015	12:49pm	yes	yes	\$278	\$174	\$840	\$33	\$33	\$33	\$1,391	\$16,692.00	
Quality Clean LLC	1/23/2015	1:38pm	yes	yes	\$2,761.75	\$1,381.25	\$1,646.66	\$30	\$30	\$15	\$5,864.66	\$70,375.92	
Imperial Maintenance Srvc.	1/23/2015	2:26pm	yes	page 1 only	\$542.53	\$271.27	\$718.26	\$50	Page 2 missing				
EMMS, Inc.	1/23/2015	2:45pm	yes	yes	\$430	\$190	\$650	\$55	\$55	\$55	\$1,435	\$17,220.00	



P.O.Box 348092
Sacramento, CA. 95834
916.455.6090 • Fax 916.455.6099

January 22, 2015

Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505

Dear Sirs/Madams:

Thank you for giving Tee Janitorial & Maintenance the opportunity to submit a program for the janitorial maintenance at your Okinawa Street location. Our purpose in compiling this information is to offer you the finest available service at the lowest possible cost.

We have made a complete survey of your facility and we are confident that the cleaning specifications in this proposal will provide you with the service that you desire.

Tee Janitorial & Maintenance prides itself in the quality of its maintenance, and the pride has carried through since the firm's inception in 1989. Your acceptance of this proposal will insure that this same pride will go into maintaining your building.

Thank you again for this opportunity. I look forward to hearing from you to discuss this proposal after you have had an opportunity to review it. In the meantime, please do not hesitate to call me if you have any questions.

Cordially,

A handwritten signature in black ink, appearing to read 'Karen Jordan', is written over the typed name and title.

Karen Jordan
President

Proposal Cost Breakdown**Site #1 - Main Office**

**Bid prices shall reflect frequencies listed in Attachment "A"

Item	Bid Item Description	Monthly Bid Dollar Amount
1	Office Spaces	120.00
2	Common Areas/Reception Areas	80.00
3	Kitchenette Area	40.00
4	Restroom Cleaning	100.00
	Main Office Total	340.00

Site #2 - Off Site Office

**Bid prices shall reflect frequencies listed in Attachment "A"

Item	Bid Item Description	Monthly Bid Dollar Amount
1	Office Spaces	120.00
2	Restroom Cleaning	80.00
	Off Site Office Total	200.00

Site #3 - Cornell Park Restrooms (*North & South)

**Bid prices shall reflect frequencies listed in Attachment "A"

Item	Bid Item Description	Monthly Bid Dollar Amount
1	Restroom Cleaning	400.00
2	Drinking Fountain (North & South, 3 Total)	120.00
	Cornell Park Restrooms Total	520.00

Site #4 - Slifer Park

**Bid prices shall reflect frequencies listed in Attachment "A"

Item	Bid Item Description	Monthly Bid Dollar Amount
1	Drinking Fountain (Two total)	100.00
	Slifer Park Total	100.00

Attachment "B"

Site #5 – Regatta Park

**Bid prices shall reflect frequencies listed in Attachment "A"

Item	Bid Item Description	Monthly Bid Dollar Amount
1	Drinking Fountain (Two total)	100.00
	Regatta Park Total	100.00

Site #6 – Ravenswood Park

**Bid prices shall reflect frequencies listed in Attachment "A"

Item	Bid Item Description	Monthly Bid Dollar Amount
1	Drinking Fountain (One total)	50.00
	Ravenswood Park Total	50.00

Total Monthly Bid Amount (All Facilities): 1310.00

Total Annual Proposal Cost (All Facilities): 15,720.00

Bids shall be for monthly service. Proposals submitted in any unit other than monthly will be deemed incomplete and will not be considered in the award process.

ACKNOWLEDGEMENT

Janitorial Services
RFP L14-01

To ensure all bid materials were received, **this Acknowledgement must be completed and returned with your bid prior to January 23, 2015 at 4:00 p.m.** This sheet acknowledges receipt of the following materials:

1. RFP No. L14-01
2. Attachment 'A' – Janitorial Frequency & Specifications
3. Attachment 'B' – Proposal Cost Breakdown
4. Attachment 'C' – Sample Contract
5. Addendum #001

Bid submittals received without this completed sheet will be deemed incomplete and will not be considered in the award process.

Acknowledged by: Karen Juon - manager/owner
Company: Lee Janitorial & Maintenance
License No. _____
Bidder: Lee Janitorial & Maintenance
Title: manager/owner
Date: 1-21-15

Town of Discovery Bay Community Services District
 Janitorial Frequency & Specifications

Site 1: Main Office		
1800 Willow Lake Road, Discovery Bay		
Item 1	Office Spaces	Frequency
	All trash receptacles are to be emptied and trash removed to a collection point designated by client (Liners to be supplied by CLIENT)	Weekly
	Dust, wipe and polish window ledges or other horizontal surfaces within reach	Bi-Weekly
	Dust, wipe and polish accessible surfaces of desks, chairs, tables and other office furniture	Bi-Weekly
	Spot clean marks next to light switches, doors and door frames	Bi-Weekly
	Brush or vacuum upholstered seating	Monthly
	Damp wipe and sanitize telephones	Weekly
	Vacuum carpeted areas	Bi-Weekly
Item 2	Common Areas/Reception Areas	Frequency
	All trash receptacles are to be emptied and trash removed to a collection point designated by client (Liners to be supplied by CLIENT)	Weekly
	Dust, wipe and polish window ledges or other horizontal surfaces within reach	Bi-Weekly
	Dust, wipe and polish accessible surfaces of desks, chairs, tables and other office furniture	Bi-Weekly
	Spot clean marks next to light switches, doors and door frames	Bi-Weekly
	Brush or vacuum upholstered seating	Monthly
	Damp wipe and sanitize telephones	Weekly
	Vacuum carpeted areas	Bi-Weekly
	Clean entry door glass	Weekly
Item 3	Kitchenette Area	Frequency
	All trash receptacles are to be emptied and trash removed to a collection point designated by client (Liners to be supplied by CLIENT)	Weekly
	Clean kitchen area countertops, sinks and hardware	Weekly
	Spot clean front of cabinets and major appliances	Weekly
	Dust and wipe horizontal surfaces	Weekly
	Vacuum carpeted areas	Bi-Weekly
Item 4	Restroom Cleaning	Frequency
	All trash receptacles are to be emptied and trash removed to a collection point designated by client (Liners to be supplied by CLIENT)	Weekly
	Clean and disinfect all toilet bowls and toilet seats	Weekly
	Clean and disinfect counters, wash basins and soap dispensers	Weekly
	Clean and polish mirrors and dispensers	Weekly
	Sweep, damp mop and disinfect all restroom floors	Weekly
	Remove gum, hair and other foreign substances from floor surfaces	Weekly
	Dust and wipe horizontal surfaces within reach	Weekly
	Stock towels, tissue, and hand soap. (To be furnished by CLIENT)	Weekly

Town of Discovery Bay Community Services District
Janitorial Frequency & Specifications

Site 2: Off Site Office		
1037 Discovery Bay Blvd., Discovery Bay		
Item 1	Office Spaces	Frequency
	All trash receptacles are to be emptied and trash removed to a collection point designated by client (Liners to be supplied by CLIENT)	Weekly
	Dust, wipe and polish window ledges or other horizontal surfaces within reach	Bi-Weekly
	Dust, wipe and polish accessible surfaces of desks, chairs, tables and other office furniture	Bi-Weekly
	Spot clean marks next to light switches, doors and door frames	Bi-Weekly
	Brush or vacuum upholstered seating	Monthly
	Damp wipe and sanitize telephones	Weekly
	Vacuum carpeted areas	Bi-Weekly
Item 2	Restroom Cleaning	Frequency
	All trash receptacles are to be emptied and trash removed to a collection point designated by client (Liners to be supplied by CLIENT)	Weekly
	Clean and disinfect all toilet bowls and toilet seats	Weekly
	Clean and disinfect counters, wash basins and soap dispensers	Weekly
	Clean and polish mirrors and dispensers	Weekly
	Sweep, damp mop and disinfect all restroom floors	Weekly
	Remove gum, hair and other foreign substances from floor surfaces	Weekly
	Dust and wipe horizontal surfaces within reach	Weekly
	Stock towels, tissue, and hand soap. (To be furnished by CLIENT)	Weekly
Site 3: Cornell Park Restrooms (North & South)		
Discovery Bay Blvd & Willow Lake Road, Discovery Bay		
Item 1	Restroom Cleaning	Frequency
	All trash receptacles are to be emptied and trash removed to a collection point designated by client (Liners to be supplied by CONTRACTOR)	2x Weekly (Tuesday & Friday)
	Clean and disinfect all toilet bowls, toilet seats and urinals	2x Weekly (Tuesday & Friday)
	Clean and disinfect counters, wash basins and soap dispensers	2x Weekly (Tuesday & Friday)
	Stock tissue, and hand soap. (To be furnished by CONTRACTOR)	2x Weekly (Tuesday & Friday)
	Clean and polish mirrors and dispensers	2x Weekly (Tuesday & Friday)
	Sweep, damp mop and disinfect all restroom floors	2x Weekly (Tuesday & Friday)
	Remove gum, hair and other foreign substances from floor surfaces	2x Weekly (Tuesday & Friday)
	Dust and wipe horizontal surfaces within reach	2x Weekly (Tuesday & Friday)
	Pressure wash walls, floors and roof eaves	Quarterly (March, June, Sept. & Dec.)
	Clean light fixtures (inside and out)	Quarterly (March, June, Sept. & Dec.)
Item 2	Drinking Fountain (North & South, 3 Total)	Frequency
	Clean, disinfect and polish all drinking fountain surfaces	Monthly

Town of Discovery Bay Community Services District
Janitorial Frequency & Specifications

Site 4: Slifer Park		
Slifer Drive and Newport Drive		
Item 1	Drinking Fountain (2 Total)	Frequency
	Clean, disinfect and polish all drinking fountain surfaces	Monthly
Site 5: Regatta Park		
Sailboat Drive & Regatta Drive, Discovery Bay		
Item 1	Drinking Fountain (2 Total)	Frequency
	Clean, disinfect and polish all drinking fountain surfaces	Monthly
Site 6: Ravenswood Park		
Poe Drive & Cullen Drive, Discovery Bay		
Item 1	Drinking Fountain (1 Total)	Frequency
	Clean, disinfect and polish all drinking fountain surfaces	Monthly

This Contract is made this 5th day of February, 2015, by and between **Town of Discovery Bay, Community Services District** organized under the laws of California (hereinafter called "District") and Tee Janitorial, hereinafter called ("Contractor").

Services Description and Location: **Janitorial services for a two-year period to six (6) District owned or operated facilities for the Town of Discovery Bay Community Services District, in full accordance with terms.**

Contractor: Tee Janitorial
Karen Jordan
Sacramento, CA 95834
(916) 455-6090

A. **THE CONTRACT**

This Contract consists of (1) this form cover sheet, (2) the General Terms and Conditions attached hereto (3) a listing of project location sites to be maintained under this agreement, attached hereto as Attachment A, ("Janitorial Frequency & Specifications"); (4) the cost breakdown, attached hereto as Attachment B, ("Proposal Cost Breakdown"); and (5) the insurance requirements as specified herein. All Exhibits attached hereto are incorporated herein by this reference. The District has furnished the Contractor with the general program and requirements of Contractor's services and Contractor acknowledges being informed as to the nature and extent of the services required. It is expressly understood between the parties that the district is relying on and looking to Contractor for performing and establishing the specific and technical requirements of the work described below, except where otherwise provided.

B. **THE WORK**

Contractor shall perform the work specified in Attachment "A" ("Janitorial Frequency & Specifications") attached hereto and incorporated herein by reference.

C. **COMPENSATION FOR SERVICES**

The obligation of the District to compensate Contractor for performance of the work specified in Attachment "A" is conditioned on the Contractor's ability to perform the work in a timely manner and on District's satisfaction with Contractor's performance of the work. Satisfactory performance shall be defined as Contractor's performance of the work in compliance with the frequencies and specifications set forth in the Frequency and Specifications, (Attachment "A"). Satisfactory performance shall also include Contractor's performance of the work consistent with that level of care and skill ordinarily exercised by members of the professional janitorial maintenance profession practicing under similar conditions at the same time and locality the work was performed. Timely performance shall be defined as Contractor's performance of the work specified in Attachment "A" and performing all work specified during each one month period.

E. **TERM**

The term shall commence on April 1, 2015 and terminate on June 30, 2017. The District may extend this contract for two (2) one year extensions by giving the Contractor written notice of the extension ninety (90) days prior to the termination of the then current term. For each extension the compensation provided in Exhibit B shall be adjusted by the annual Consumer Price Index, in the San Francisco area.

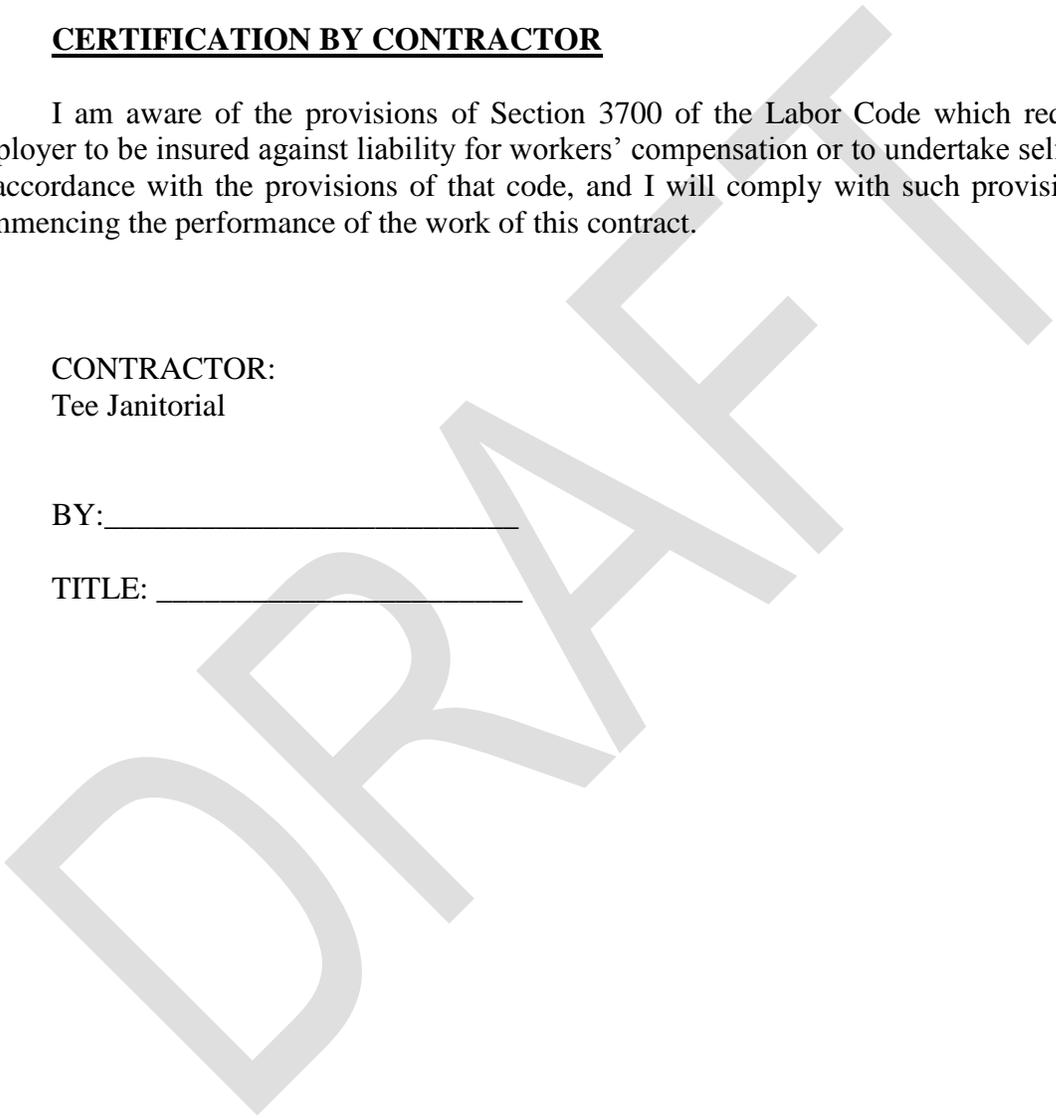
F. **CERTIFICATION BY CONTRACTOR**

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

CONTRACTOR:
Tee Janitorial

BY: _____

TITLE: _____



GENERAL TERMS AND CONDITIONS OF CONTRACTING SERVICES

ARTICLE 1

CONTRACTOR'S RESPONSIBILITIES

1.1 The Contractor shall perform those services specified in Attachment "A" ("Janitorial Frequency & Specifications") and any such additional work as may be authorized in accordance with Article 6 hereof.

1.2 Contractor enters into this Contract, and will remain through the term of this Contract, as an independent contractor. Contractor agrees that it is not and will not become an employee of District while this Contract is in effect. Contractor is not entitled to the rights or benefits afforded to the District's employees, including, but not limited to, disability or unemployment insurance, worker's compensation, medical insurance, sick leave or other employment benefit. Contractor is responsible for providing at Contractor's own expense disability, unemployment, and other insurance, workers' compensation (as set forth below), training, permits, and licenses for Contractor and for Contractor's employee and subcontractors. The Contractor shall be responsible for methods and means used in performing the Maintenance services under this Contract. The Contractor shall designate a representative authorized to act in the Contractor's behalf with respect to the services to be performed hereunder.

1.3 Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

1.3.1. A determination of the general prevailing rate of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at the Town of Discovery Bay CSD offices. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post on copy of the prevailing rates of wage at the job site. Contractor shall forfeit as penalty the sum of up to fifty dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under this contract. Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

1.3.2. Eight (8) hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and on-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty hours (40) during a calendar week of the foregoing hours. Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker. As a penalty to the Town of Discovery Bay CSD, Contractor shall forfeit twenty-five dollars (\$25.00) for each

worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.

1.3.3. Pursuant to California Labor Code Section 1776, Contractor and each Subcontractor shall keep accurate records, showing the 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 journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: The information contained in the payroll record is true and correct. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees on the public work project. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Town of Discovery Bay CSD, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Labor Code Section 1776 (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made as provided in Title 13 California Code of Regulations Section 16402. The public shall not be give access to the records at the principal office of the Contractor. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division. The Contractor or subcontractor shall file a certified copy of the records enumerated with the entity that requested the records within ten (10) days after receipt of a written request.

1.3.4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number as provided in Labor Code Section 1776. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. The Contractor shall inform the Town of Discovery Bay CSD of the location of the records enumerated in Labor Code Section 1776(a) including the street address, city and county, and shall within five (5) working days, provide a notice of change of location and address. The Contractor or Subcontractor shall

have ten (10) days in which to comply subsequent to receipt of written notice requesting the records. In the event that the Contractor or Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the Town of Discovery Bay CSD, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

1.4 Contractor, at Contractor's own expense, may use any employees or sub-Contractors as Contractor deems necessary to perform the services required of Contractor by this Contract. The District shall not control, direct or supervise Contractor's employees or sub-Contractors in the performance of those services.

1.5 Contractor agrees that all designs, plans, reports, specifications, drawings, inventions, processes and other information or documents produced by Contractor as a product of the performance of Contractor's services under this Contract will be and are hereby assigned the District as the sole and exclusive property of the District and the District's assigns, nominees and successors, as well as any copyrights, patents, or trademarks obtained by Contractor in connection with the performance of services under this Contract.

1.6 Any written, printed, graphic, electronically or magnetically recorded information furnished by the District for Contractor's use is the sole property of the District. All such information shall be proprietary, including, but not limited to customer requirements, customer lists, marketing information and information regarding the services, the District's employees, products, prices, operations and subsidiaries. Contractor will keep such proprietary information in the strictest confidence, and will not disclose it by any means to any person except with the District's approval or except as required by law. On termination of the Contract, Contractor will return any proprietary information in Contractor's possession to the District.

1.7 In addition to the requirements of Section 5.2 hereof, Contractor agrees to defend, indemnify and hold harmless District, the members of its governing board and its officers, agents, and employees from and against all demands, claims, damages, losses, liabilities, expenses and/or costs, including reasonable attorney's fees and court costs, arising out of Contractor's negligence, acts, or omission of services contemplated by this Contract. The District holds Contractor harmless for any such demands, claims, damages, losses, liabilities, expenses and/or costs resulting from the negligence of District.

1.8 Permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor unless otherwise specified.

1.9 The Contractor shall give all notices and comply with all laws, ordinances, rules

and regulations bearing on the conduct of the work. If the Contractor observes that the standards are at a variance therewith he shall promptly notify the District, in writing, and any necessary changes shall be adjusted or clarified. The Contractor shall not proceed with the performance of any such work until such changes are agreed upon. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, without such notice to the District, and such adjustments of changes as aforesaid, then the Contractor shall bear all costs arising from or in connection with such work.

1.10 The Contractor shall commence work no later than June 30, 2017 and shall complete the Contract work on a monthly basis for the term of the Contract. Workdays shall be Monday through Friday and work hours shall be 8:00 a.m. to 5:00 p.m. District must be notified if other work days or hours are to be utilized.

ARTICLE 2

DISTRICT'S RESPONSIBILITIES

2.1 If the Contractor's services are related to a particular service, as identified in Exhibit A or as may later be identified in accordance with a change order, the District shall, with reasonable promptness, provide available information regarding the requirements for the Services, including any existing or proposed plans and specifications and any requirements of public or quasi public governmental agencies of which the District is aware.

2.2 The District may designate a representative authorized to act on the District's behalf with respect to the Contractor's services and, if applicable, the services. The District or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

ARTICLE 3

TERMINATION

3.1 Notwithstanding any other provision of this Contract, this Contract may be terminated by the District at any time by giving thirty (30) days written notice to Contractor, with or without cause. In the event of such termination without cause, the District shall not be entitled to rely upon, nor shall Contractor have any liability arising out of the District's use of incomplete designs, plans, reports, specifications, drawings, or other uncompleted tasks.

3.2 This Contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Contract through no fault of the party initiating the termination. For purposes of this subparagraph, the failure to substantially perform in accordance with this Contract includes, but is not limited to, the following:

- 3.2.1 The District's failure to pay Contractor any compensation due within ninety (90) days after written demand for payment.
- 3.2.2 Contractor's failure to satisfactorily complete the services specified under this Contract within the time periods specified herein, as those

terms are defined in Paragraph C of the contract cover sheet, or as reasonably directed by the District.

- 3.2.3 Contractor's or the District's material breach of any representation or agreement contained herein.
- 3.2.4 Failure of Contractor to maintain insurance coverage as required in Article 4.

3.3 Contractor may also withdraw from this Contract, upon seven (7) days written notice, in the event of the District's refusal to cooperate with Contractor or to follow Contractor's advice on any material matter, or the occurrence of any fact or circumstance that would render Contractor's services unlawful or unethical.

3.4 In the event of any such termination, Contractor shall be compensated hereunder for the value of services performed to the date of termination.

ARTICLE 4

INSURANCE COVERAGE

4.1 The Contractor shall carry the following insurance:

(a) Workers' Compensation as required by law, and Employer's Liability Insurance in the sum of not less than \$1,000,000.

(b) General Liability Insurance, which insurance shall have limits of liability not less than the following:

Bodily Injury: \$1,000,000 each occurrence
 \$1,000,000 each person
 \$1,000,000 aggregate

Property Damage: \$1,000,000 each occurrence
 \$1,000,000 aggregate

(c) Comprehensive Automobile Liability, for all vehicles, automobiles, trucks and equipment, which insurance shall have limits not less than the following:

Bodily Injury: \$1,000,000 each occurrence
 \$1,000,000 each person

Property Damage: \$1,000,000 each occurrence

Contractor shall furnish the District with (1) a certificate of insurance countersigned by an authorized agent or representative of the insurance company, that the insurance policies will

not be cancelled altered or reduced without thirty (30) days prior written notice to the District and that the policy or policies do not exclude coverage for contractual liability, and (2) an endorsement to all policies, in the form of CG2010, or such other form reasonably acceptable to the District, confirming that the District and/or any of the affiliates and additional entities of the district that the District may designate, are named as additional insured on such policies. In the event of cancellation for non-payment, the District may pay premiums due by Contractor and deduct the paid payment from amounts then or subsequently owing to the Contractor hereunder. Insurance limits called for herein shall be considered to be minimum and the District shall have the absolute discretion to require higher limits should the nature of the work and risks involved therein call for such higher limits.

ARTICLE 5

SAFETY

5.1 Contractor shall strictly observe and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or properties or their protection from damage, injury or loss. Without limiting the foregoing, Contractor shall comply with all requirements, regulations, orders and directives promulgated under the Federal Occupational Safety and Health Act, the California Occupational Safety and Health Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1988.

5.2 In addition to the provisions of Section 1.7, Contractor shall be liable to, and shall indemnify and hold harmless, the District for all loss, cost and expense attributable to any acts of commission or omission by the Contractor, its employees or agents resulting from the failure to use reasonable safety precautions and programs or to comply with safety laws, regulations or ordinances, including but not limited to any fines, penalties, or corrective measures.

ARTICLE 6

PAYMENT PROVISIONS

6.1 Unless otherwise specified in Attachment B (“Proposal Cost Breakdown”), Payment requests shall be for work performed in the previous month. Payments are approved at bi-monthly board meetings which are held on the first and third Wednesdays each month; to process Contractor’s payment during these sessions, payment request must be received the Thursday prior to any such meeting. Payment terms are as follows: 2%/10 net 30.

6.2 Additional services, beyond the services listed in Exhibit A, may be required by the District. Such additional services shall be performed only in accordance with change orders, authorized and issued by District or District's designated representative. Each change order shall list the scope of revisions to be performed, state the time within which the work is to be completed, designate any special conditions, and state the agreed upon compensation for such work.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 This Contract represents the entire and integrated agreement for Janitorial Services between the District and Contractor and may be amended only by written instrument signed by both the District and Contractor.

7.2 Any notices required to be given under this Contract by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, or by any nationally recognized overnight service. Notices must be addressed to the parties at the address indicated on the cover sheet to this Contract, but each party may change the address by giving written notice in accordance with this paragraph. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of the date of receipt or the fifth (5th) day after mailing, whichever occurs first. Notice sent by overnight services or facsimile shall be deemed communicated as of the earlier of the date of receipt or twenty-four (24) hours after mailing or transmission.

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

7.4 This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of District and Contractor.

7.5 If any legal action or arbitration is instituted, including an action for declaratory relief to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's and expert fees, which may be set by the court in such action or arbitration, or in a separate action brought for that purpose, in addition to any other relief to which that party may be awarded.

7.6 This Contract will be governed by and construed in accordance with the laws of the State of California and that this Contract was entered into in Contra Costa County.

7.7 In the event that either District or Contractor shall at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition, or obligation.

7.8 The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

7.9 This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

7.10 The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

CONTRACTOR

TOWN OF DISCOVERY BAY

By:
Title:

By: Rick Howard
Title: General Manager

By:
Title:

[Two signatures of corporate officers required]



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

February 4, 2015

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Bylaws of the Town of Discovery Bay, Article IV Section 2, A 4 and Appointment of Board Members to District Representative Committee Positions

Recommended Action

As Necessary

Executive Summary

Pursuant to the Bylaws of the Town of Discovery Bay, Article IV Section 2, A 4, the Board President "Shall appoint such committees and other working groups as confirmed by the Board."

The Board held their annual Board Planning Workshop on Saturday, January 31, 2015. At the workshop, the Board considered amending the Board's By-Laws and the procedure of appointing Board members to both Town Sub-Committees as well as Regional Committee assignments.

In order for any modification that changes the existing Bylaws, the Board must amend the Bylaws of the Town of Discovery Bay, Article IV Section 2, A 4 to correspond with the direction of the Board.

At the time of the agenda preparation, those changes had not taken place. However, the updated materials and any necessary modifications/amendments to the Bylaws of the Town of Discovery Bay, Article IV Section 2, A 4 will be provided prior to the meeting.

Fiscal Impact:

Amount Requested \$

Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

January 7, 2015 Committee Appointments

Attachments

To be provided prior to the February 4, 2015 Board meeting

AGENDA ITEM: G-3



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item H



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item I



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item J



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item K



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item L



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item M



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item O



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item P