

# Memo

Carmichael



RECREATION AND  
PARK DISTRICT

**To:** Advisory Board of Directors

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

**Date:** June 20, 2024

**Subject:** Request Approval for an Amendment to Contract #24-0002, La Sierra Community Center Roof Coating Improvement Project, Phase II, to Increase the Maximum Payment Amount to the Contract, Delegating Authority to the District Administrator or Designee to Fund Additional Contract Change Orders

## Introduction/Discussion:

At the March 21, 2024, Regular Advisory Board Meeting, the Advisory Board voted to approve the bid and enter into Contract #24-0002 with Madsen Roofing & Waterproofing, Inc. in the amount of \$322,684, using funds from the voter approved 2022 General Obligation Bonds, Series 2023 A-1 (Tax Exempt) and A-2 (Taxable). Their bid proposal was considerably less than the budget allocation of \$726,000 and the other bids received at \$490,000 and \$610,080.

The contract scope covers roof coating at the John Smith Hall/ Chautauqua, Sierra Rooms 1 & 2, West Boiler Room, Maintenance Shop/ Fine Arts Center (upper and lower), 700 Wing (upper and lower) and, the 700-wing breezeway. Along with the base contract, we identified a contingency of \$32,268 bringing the maximum payment amount to: \$354,952.

The Contractor commenced the project, beginning with the John Smith Hall/ Chautauqua, then Sierra Rooms 1 & 2, and West Boiler Room. Last week, the Contractor moved onto the Maintenance Shop/ Fine Arts Center. They have encountered more dry rot than was anticipated. Since dry rot remediation is not covered under the scope of services, it has triggered three Contract Change Orders so far.

A Contract Change Order is the sole means by which a contract may be officially modified after the contract is executed. Each Contract Change Order is reviewed by the Parks Services Manager to ensure that the work must take place and the cost is within reason.

The estimated project completion date will likely occur before August 30, 2024.

**Financial Analysis:**

The Project was identified in the 2022 Bond CIP Program. The original allocation for the LSCC Roof Coating Project, Phase II was \$726,000. The maximum payment amount for Contract #24-0002 is \$354,952.

Change Orders paid and billed so far, include:

- John Smith Community Hall/Chautauqua: Change Order #1 for \$5,128 - Paid
- Sierra Rms 1 & 2/West Boiler Room: Change Orders #2 and #3 totaling \$17,814 – Billed
- Total Contingency used for Change Orders paid and billed: \$22,942
- Remaining Contingency available for Change Orders: \$9,326

Based on the number and size of the roofs at the Maintenance Shop/ Fine Arts Center, staff anticipates up to \$25k may be needed for dry rot remediation. Over \$11k has already been identified so far. Even at \$25k more, the updated total estimated cost of \$379,952 for the Contract would be less than next closest bid of \$490k.

It is important for staff to have the authority to address Contract Change Orders as they occur.

**RECOMMENDATION:**

Staff recommends that the Advisory Board approve an Amendment to Contract #24-0002, the La Sierra Community Center Roof Coating Improvement Project, Phase II, to increase the Maximum Payment Amount of the Contract by \$25k, delegating authority to the District Administrator or designee to approve additional Contract Change Orders, reviewed and deemed necessary to the Project. The new Maximum Payment Amount under the Contract would be \$379,952.

Attachments:

Contract #24-0002

Contract Change Orders

**AGREEMENT BETWEEN  
CARMICHAEL RECREATION AND PARK DISTRICT  
AND MADSEN ROOFING AND WATERPROOFING,  
INC FOR LA SIERRA COMMUNITY CENTER ROOF  
COATING IMPROVEMENT PROJECT PHASE II**

THIS AGREEMENT is made and entered into on April 2, 2024, by and between the **CARMICHAEL RECREATION AND PARK DISTRICT**, a park district existing under authority of Public Resources Code Section 5780 et seq., hereinafter referred to as “DISTRICT”, and MADSEN ROOFING AND WATERPROOFING, INC, a CA Corporation, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

WHEREAS, the Advisory Board of Directors for DISTRICT (“Advisory Board”) heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS the Advisory Board did cause to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and

WHEREAS, CONTRACTOR, in response to such Notice, submitted to the Advisory Board within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Advisory Board opened and canvassed in the manner provided by law; and

WHEREAS, CONTRACTOR was the lowest responsible bidder for the performance of said work, and said Advisory Board as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefor; and

WHEREAS, CONTRACTOR has proposed to provide the requested services for the compensation to be provided herein; and

WHEREAS. District has adhered to and/or complied with all applicable provisions of the Public Contract Code (“PCC”), commencing with P.C.C. §20100, et seq., for the construction of public works, where applicable; and

WHEREAS, pursuant to Government Code Section 31000, the DISTRICT is authorized to contract for specific special services with persons specially trained, experienced, and competent to perform such services; and

WHEREAS, pursuant to Resolution #2017-0010, the Sacramento County Board of Supervisors authorized DISTRICT to execute construction agreements; and

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

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DISTRICT and CONTRACTOR agree as follows:

**1. CONTRACT DOCUMENTS**

The following documents are by this reference incorporated in and made a part of this Agreement: The Standard Construction Specifications adopted by the Sacramento County Board of Supervisors on July 17, 2001, revised March, 2004; the Special Provisions; 2 copies of contract drawings, if applicable, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the case of conflicting documents this agreement takes precedent over all others.

**2. SCOPE OF WORK**

That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 24-0002, as provided for and set forth in said plans and specifications, Exhibit A, which is attached hereto and incorporated herein or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Project Manager of who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

**3. TERM**

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be July 31, 2024. DISTRICT'S Administrator is authorized to amend this Agreement to extend the term. Said work shall be completed and ready for acceptance pursuant to Section 7 of the Standard Specifications,

**4. PAYMENT**

Attached hereto as Exhibit "D" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The agrees, in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in

accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Said sum shall be paid in accordance with Sections 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

**5. NOTICE**

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

**TO DISTRICT:**

Attn: Mike Blondino,  
District Administrator  
Carmichael Recreation & Park District  
5750 Grant Ave.  
Carmichael, CA 95608

**TO CONTRACTOR:**

ATTN: Christian Madsen, President  
Madsen Roofing & Waterproofing, Inc.  
5960 Bradshaw Road  
Sacramento, CA 95829

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

**6. COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances.

**7. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**8. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

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

- B. CONTRACTOR further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or DISTRICT government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. PREVAILING WAGES**

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at, the office of the Clerk of the Governing Board. Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

**10. PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

**11. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR provided hereunder shall be the exclusive property of DISTRICT and shall be delivered to DISTRICT upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by DISTRICT. DISTRICT recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

**12. STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds

DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the DISTRICT to employees of the DISTRICT.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this Agreement.

**13. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide the DISTRICT with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number or federal tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**14. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by DISTRICT shall be grounds for termination of this Agreement.

**15. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from DISTRICT: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between DISTRICT and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from DISTRICT, CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.

**16. RETIREMENT BENEFITS/STATUS**

CONTRACTOR acknowledges and agrees that DISTRICT has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against DISTRICT should SCERS modify or terminate retirement benefits based on CONTRACTOR'S provision of services under this Agreement.

**17. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



**18. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to DISTRICT, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

**19. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONTRACTOR agrees and assures DISTRICT that CONTRACTOR and any sub-CONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**20. PERFORMANCE AND PAYMENT BONDS**

The Contractor shall, before beginning said work, file two bonds with the DISTRICT, each made payable to the Carmichael Recreation and Park District. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of

one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

**21. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims to the extent caused by the active negligence of an Indemnified Party where such indemnification would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's subcontractors or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

**22. INSURANCE**

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding

coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not pay any sum to CONTRACTOR under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

**23. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by DISTRICT in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice in accordance with the procedures prescribed by DISTRICT on a monthly basis for services performed during the previous month. Invoices shall be submitted to DISTRICT no later than the fifteenth (15th) day following the invoice period, and DISTRICT shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. DISTRICT operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by DISTRICT unless CONTRACTOR has obtained prior written DISTRICT approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, DISTRICT may withhold payment until such non-compliance has been corrected.

**24. SUBCONTRACTS, ASSIGNMENT**

- A. CONTRACTOR shall obtain prior written approval from DISTRICT before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by DISTRICT for the performance of any subcontractor whether approved by DISTRICT or not.

- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of DISTRICT.

**25. AMENDMENT AND WAIVER**

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

**26. SUCCESSORS**

This Agreement shall bind the successors of DISTRICT and CONTRACTOR in the same manner as if they were expressly named.

**27. TIME**

Time is of the essence of this Agreement.

**28. INTERPRETATION**

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

**29. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. DISTRICT shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**30. TERMINATION**

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the DISTRICT is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in DISTRICT's yearly proposed and/or final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.
- D. If this Agreement is terminated by DISTRICT under paragraph (A) or (C) above:
1. CONTRACTOR shall cease rendering services pursuant to this Agreement as of the termination date.
  2. CONTRACTOR shall deliver to DISTRICT copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

3. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.
- E. If this Agreement is terminated under paragraphs (A) or (C), above, CONTRACTOR shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.
- F. The DISTRICT'S Administrator has authority to terminate this Agreement under paragraphs (A), (B), or (C), above.
- 31. REPORTS**  
CONTRACTOR shall, without additional compensation, therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DISTRICT'S Administrator concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.
- 32. AUDITS AND RECORDS**  
Upon DISTRICT'S request, DISTRICT or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as DISTRICT deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement and shall make them available for copying upon DISTRICT'S request at DISTRICT'S expense. DISTRICT shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR'S financial and program records related to this Agreement.
- 33. PRIOR AGREEMENTS**  
This Agreement constitutes the entire contract between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.
- 34. SEVERABILITY**  
If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**35. FORCE MAJEURE**

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

**36. SURVIVAL OF TERMS**

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

**37. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**38. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


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

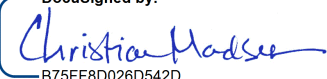
**“DISTRICT”**

**“CONTRACTOR”**

**Carmichael Recreation & Park District,  
a park district existing under authority  
and of Public Resources Code  
§ 5780 et seq.**

**Madsen Roofing & Waterproofing, Inc  
A CA Corporation**

DocuSigned by:  
  
A92979A3EED0429...  
By: \_\_\_\_\_  
Mike Blondino, District Administrator

DocuSigned by:  
  
B75FF8D026D542D...  
By: \_\_\_\_\_  
Christian Madsen President  
Authorized Signer Name  
Title

Date: 5/14/2024 | 1:53 PM PDT

Date: 5/14/2024 | 1:34 PM PDT

CONTRACT REVIEWED AND APPROVED as to form  
BY COUNTY COUNSEL

Name Robert P. Parrish, Deputy County Counsel  
Date: April 26, 2023

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



**EXHIBIT A to Agreement**

**SCOPE OF SERVICES**

**1. SERVICE LOCATION(S)**

Facility Name(s): La Sierra Community Center

Street Address: 5325 Engle Rd.

City and Zip Code: Carmichael, CA 95608

John Smith Hall, Chautauqua Theatre, West Boiler Room, Sierra Rooms 1 & 2  
Location off Gibbons Ave: Maintenance Shop, Sac Fine Arts Center, 700 Wing

**2. SCOPE**

- A. Contractor will furnish all labor, materials, services, transportation, mechanical workmanship, required for CONTRACT NO. 24-0002, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement. Project involves mobilization, preparation, cleaning and repair for installation of silicone roof coating with 15-year warranty.
- B. DISTRICT'S Administrator or designee, may negotiate with CONTRACTOR and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of DISTRICT.

**3. SCHEDULE**

CONTRACTOR shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between DISTRICT and CONTRACTOR.

**4. RESPONSIBILITIES OF DISTRICT AND CONTRACTOR FOR SCOPE**

- A. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Sacramento County Engineer, The Landscape Architect or the Park District Project Manager, who shall have the right to reject any and all materials and supplies furnished by the CONTRACTOR which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which is not, either in workmanship or material, in strict accordance with said plans and specifications.

CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with

this Agreement. Any review, approval, or concurrence therewith by the DISTRICT shall not be deemed to constitute acceptance or waiver by the DISTRICT of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subcontractors.

**5. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK**

CONTRACTOR is retained to provide and perform the scope of services covered by this Agreement. CONTRACTOR, including CONTRACTOR'S assigned personnel, shall have no authority to represent DISTRICT or DISTRICT staff at any meetings of public or private agencies unless an appropriate DISTRICT official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONTRACTOR shall possess no authority or right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

**6. PUBLICATION OF DOCUMENTS AND DATA**

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the DISTRICT without the prior written consent of DISTRICT, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the DISTRICT or CONTRACTOR.

**7. PROJECT PERSONNEL**

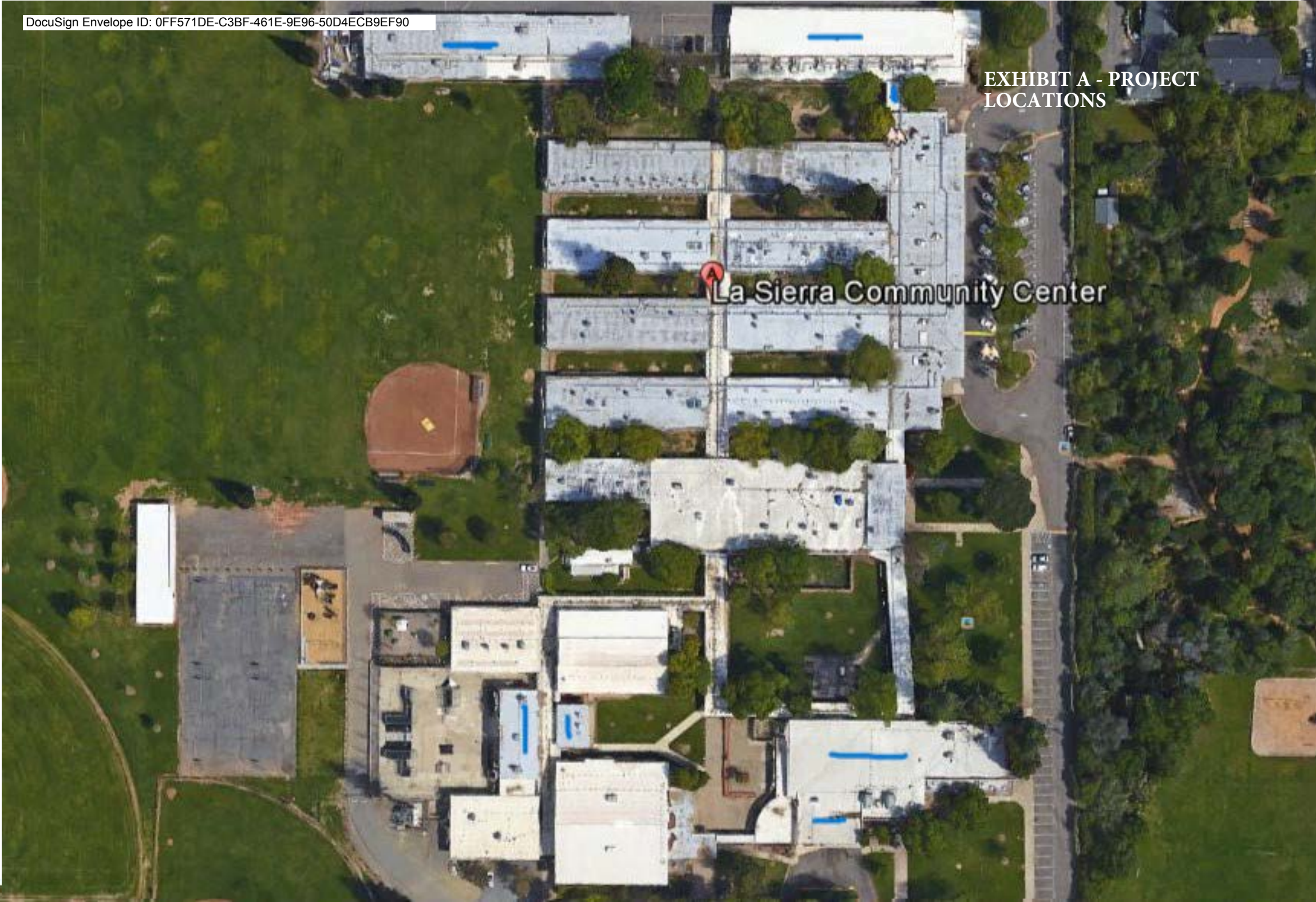
DISTRICT:      NAME     James Perry  
                    PHONE (916) 416-3765  
                    FAX      (916) 485-0805  
                    EMAIL [jperry@carmichaelpark.com](mailto:jperry@carmichaelpark.com)

                    NAME     Mike Blondino  
                    PHONE (916) 485-5322  
                    FAX      (916) 485-0805  
                    EMAIL [mblondino@carmichaelpark.com](mailto:mblondino@carmichaelpark.com)

CONTRACTOR:  
NAME: Jamie Thagard  
PHONE  
FAX  
EMAIL [jamie@madsenroof.com](mailto:jamie@madsenroof.com)

**EXHIBIT A - PROJECT LOCATIONS**

**La Sierra Community Center**



**EXHIBIT B to Agreement****CARMICHAEL RECREATION AND PARK DISTRICT  
INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**1. Verification of Coverage**

CONTRACTOR shall furnish DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the certificates provided.** DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

**2. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

**GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by DISTRICT Risk Manager.

**AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

**3. Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

**4. Deductibles and Self-Insured Retention**

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by DISTRICT.

**5. Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

**6. All Policies:**

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu

of any required policy of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and the general public are adequately protected.

- b. **MAINTENANCE OF INSURANCE COVERAGE:** CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide DISTRICT with evidence of each policy's renewal within ten (10) days after its anniversary date.

CONTRACTOR is required by this Agreement to immediately notify DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**7. Commercial General Liability and/or Commercial Automobile Liability:**

- a. **ADDITIONAL INSURED STATUS:** DISTRICT and the County of Sacramento, and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties
- b. **PRIMARY INSURANCE:** For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects any insurance or self-insurance maintained by the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- c. **SEVERABILITY OF INTEREST:** CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

**8. Workers' Compensation:**

**WORKERS' COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the DISTRICT and the County of Sacramento, and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the DISTRICT and the County of Sacramento, and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents .

**9. Property omitted.**

**10. Notification of Claim**

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, CONTRACTOR shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT C to Agreement****COMPENSATION****1. MAXIMUM PAYMENT TO CONTRACTOR**

The Maximum Total Payment Amount under this Agreement is: **\$354,952**  
Based on the proposal of **\$322,684** with a 10% contingency available for this project and total amount is not to exceed a value of **\$354,952**.

**2. COMPENSATION COMPONENTS**

Includes the labor, materials and supplies to perform contracted services.

**3. ITEMIZED TASKS AND SUBTASKS**

If CONTRACTOR'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of DISTRICT'S Project Manager. CONTRACTOR shall promptly notify DISTRICT'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. DISTRICT'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

**4. WORK NOT IN SCOPE OF SERVICES**

CONTRACTOR shall immediately notify the DISTRICT'S Project Manager in writing of any work that the DISTRICT requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DISTRICT'S Administrator approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR'S compensation is approved and executed by both parties.

**5. SUBMISSION OF INVOICES**

CONTRACTOR shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

Carmichael Recreation and Park District  
5750 Grant Avenue  
Carmichael, CA 95608  
Attn: Accounts Payable



CONTRACTOR shall include the following information on all invoices:

Project Name: LSCC Roof Coating Improvement Project Phase II  
Date of Invoice Submission  
Time Period Invoice Covers  
Services Provided and Respective Compensation Requested, include  
breakdown of Wing Location improvement  
Any other information deemed necessary by CONTRACTOR and/or DISTRICT.

DISTRICT may change the address to which subsequent invoices shall be sent by giving written notice designating a change of address to CONTRACTOR, which shall be effective upon receipt.

**6. PAYMENTS**

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, DISTRICT shall address and submit payments to CONTRACTOR at address in the Notice provision of this Agreement.

CONTRACTOR may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to DISTRICT, which shall be effective upon receipt.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**FIRM NAME** Madsen Roofing & Waterproofing, Inc.

**CARMICHAEL RECREATION AND PARK DISTRICT**

**BID FORM**

**CRPD CONTRACT NO. 24-0002**

**LA SIERRA COMMUNITY CENTER**

**ROOF COATING IMPROVEMENT PROJECT, PHASE II**

**SUBMIT SEALED BID TO:**

[jperry@carmichaelpark.com](mailto:jperry@carmichaelpark.com);

cc: [mblondino@carmichaelpark.com](mailto:mblondino@carmichaelpark.com)

Carmichael Recreation and Park District  
5750 Grant Avenue, Carmichael, CA 95608

**NO LATER THAN: 1:00 PM (LOCAL TIME; ON March 8, 2024)**

To: Advisory Board of Directors/District Administrator  
Carmichael Recreation and Park District  
State of California

**I. BID:**

Pursuant to your published NOTICE TO CONTRACTORS for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is hereby submitted by the firm indicated in Part VII (Contractor Information) of this Bid Form.

Bid items and amounts appear on Bid Sheet 2.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**SUBMIT THIS SHEET AS PART OF YOUR BID  
BID SHEET 1 OF 5**

**FIRM NAME** Madsen Roofing & Waterproofing, Inc.

**CRPD CONTRACT NO. 24-0002**

**CARMICHAEL RECREATION AND PARK DISTRICT BID FORM**

**LA SIERRA COMMUNITY CENTER**

**ROOF COATING IMPROVEMENT PROJECT, PHASE II**

**BID ITEMS**

Materials in compliance with La Sierra Construction Documents for the following line Items:

BID ITEM	QTY.	UNIT	COST
Maintenance Shop/Fine Arts Center			
Preparation, mobilization, cleaning, and preparation/repair, installation of silicone roof coating with 15-year warranty	15,300+-	SF	\$92,150.00

BID ITEM	QTY.	UNIT	COST
700 Wing upper/lower			
Preparation, mobilization, cleaning, and preparation/repair, installation of silicone roof coating with 15-year warranty	15,500+-	SF	\$76,286.00

BID ITEM	QTY.	UNIT	COST
700 Wing Breezeway			
Tear off existing failed assembly, add roof board, add insulation to match existing, add cricket, replace with pvc,	540+-	SF	\$20,640.00

BID ITEM	QTY.	UNIT	COST
John Smith Hall/Chautauqua			
Preparation, mobilization, cleaning, and preparation/repair, installation of silicone roof coating with 15-year warranty	20,000+-	SF	\$102,855.00

BID ITEM	QTY.	UNIT	COST
West Boiler Room			
Preparation, mobilization, cleaning, and preparation/repair, installation of silicone roof coating with 15-year warranty	1,250+-	SF	\$12,657.00

BID ITEM	QTY.	UNIT	COST
Sierra Rooms 1 & 2			
Preparation, mobilization, cleaning, and preparation/repair, installation of silicone roof coating with 15-year warranty	2,430+-	SF	\$18,096.00

**SUBMIT THIS SHEET AS PART OF YOUR BID SHEET  
BID SHEET 2 OF 5**

**FIRM NAME** Madsen Roofing & Waterproofing, Inc.

**CRPD CONTRACT NO. 24-0002**

**II. ADDENDA:**

Acknowledgment is hereby made of receipt and incorporation of addendum number N/A through N/A to this Bid.

**III. BID GUARANTY**

Each bid must be submitted on the bid forms provided in the Contract Documents. Each bid must also be accompanied by security in the form of a bid bond issued by a surety qualified to issue security bonds in the State of California, a certified check, or cashier's check payable to the Carmichael Recreation and Park District, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid. This security will be forfeited if the successful bidder refuses to enter into a contract after being requested to do so by the District. The successful bidder shall also be required to execute a Material and Labor Payment Bond and a Performance Bond, issued by a corporate surety on **District Forms**, acceptable to the Carmichael Recreation and Park District, each for not less than one hundred percent (100%) of the contract price.

The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. (See Paragraph VIII of Agreement for Details).

**IV. AFFIDAVIT OF NONCOLLUSION:**

The bidder swears and deposes that he or she is the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive for sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

**V. SUBCONTRACTOR LISTING:**

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form will perform the indicated work on the project.

**SUBMIT THIS SHEET AS PART OF YOUR BID**

**BID SHEET 3 OF 5**

FIRM NAME Madsen Roofing & Waterproofing, Inc.

CRPD CONTRACT NO. 24-0002

VI. TYPE OF BUSINESS (Check One)

- CORPORATION – STATE OF INCORPORATION CALIFORNIA
- PARTNERSHIP
- JOINT VENTURE
- PRIVATE INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

VII. CONTRACTOR INFORMATION

Firm Name Madsen Roofing & Waterproofing, Inc.  
Note: In addition, place name on Sheet 1 where space is provided

Address 5960 Bradshaw Road  
Sacramento, CA 95829

Telephone ( 916 ) 361-3327 Fax (916 ) 361-3370

Contractor's License Number 519488

Contractor's License Expiration Date October 31, 2025

Contractor's License Classification B/C39/C43/ASB

Contractor's Federal Tax I. D. Number 68-0129681

*I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.*

BID AND CERTIFICATION SUBMITTED March 8, 2024  
DATE

SIGNATURE Christian Madsen  
AUTHORIZED REPRESENTATIVE

Christian Madsen  
PRINT OR TYPE NAME

TITLE President



**SUBMIT THIS SHEET AS PART OF YOUR BID**  
**BID SHEET 4 OF 5**

**FIRM NAME** Madsen Roofing & Waterproofing, Inc.

**CRPD CONTRACT NO. 24-0002**

**VIII. DESIGNATION OF SUBCONTRACTORS**

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the names and location of places of business of all subcontractors who will perform work or labor or render service to the bidder in an amount in excess of one-half of one percent (0.5%) of the total bid. Refer to Section 2-8 of the County's Standard Construction Specifications.

The apparent low bidder must submit a listing of license numbers for all subcontractors within three days, not counting Saturdays, Sundays and holidays, of bid opening. If the low bidder is not the apparent low bidder, the apparent low bidder shall submit the license numbers of all listed subcontractors within three days not counting Saturdays, Sundays, and holidays, of the date notified.

<u>PORTION/ TYPE OF WORK</u>	<u>SUBCONTRACTOR'S NAME</u>	<u>BUSINESS ADDRESS CITY, STATE</u>
None		

(USE ADDITIONAL SHEETS IF NECESSARY)

**SUBMIT THIS SHEET AS PART OF YOUR BID**

**BID SHEET 5 OF 5**

**BIDDER'S BOND**

**Carmichael Recreation and Park District**

We, MADSEN ROOFING & WATERPROOFING, INC., as principal, and THE OHIO CASUALTY INSURANCE COMPANY, as Surety are bound unto the Carmichael Recreation and Park District, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid including additive alternates, if any, of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves jointly and severally,

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

WHEREAS, the Principal is submitting a bid to the obligee, for \_\_\_\_\_

La Sierra Community Center Roof Coating Improvement, Phase II

*(Copy here the exact description of work, including location, as it appears on the proposal)*

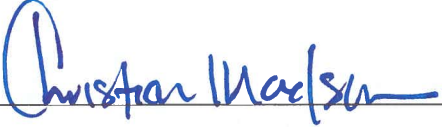
for which; bids are to be opened at Carmichael, CA on March 8, 2024

*(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specification, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: March 4, 2024

By: 

Principal: MADSEN ROOFING & WATERPROOFING, INC.

APPROVED AS TO FORM:

Surety: THE OHIO CASUALTY INSURANCE COMPANY

*County Counsel  
County of Sacramento*

Address: 1001 4th Avenue, Ste. 3800  
Seattle, WA 98154

Telephone: (916) 830-6071

Attorney in Fact:   
Karen Amin, Attorney-in-Fact

**NOTICE:**

**A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF CONTRACTOR AND SURETY.**

### ACKNOWLEDGMENT

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

State of California  
County of San Joaquin )

On March 4, 2024 before me, Jennifer Loper, Notary Public  
(insert name and title of the officer)

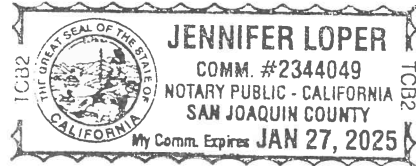
personally appeared Karen Amin,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~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

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

WITNESS my hand and official seal.

Signature *Jennifer Loper*

(Seal)







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207631- 969440

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies")...

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of April 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of April 2022, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of March, 2024.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
 )  
County of Sacramento )

On March 7, 2024 before me, Rosemary C.B. Reynolds,  
personally appeared Christian Madsen

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Rosemary C.B. Reynolds  
Signature of Notary Public

**OPTIONAL  
DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



Change Order No. 1

Date: May 23, 2024 From: Jamie Thagard

Customer No.: 13060 Customer Name: Carmichael Recreation & Park District

Job No.: 24-CD9 Job Name: La Sierra CC Phase II

Description of Modification

1. Removed the exiting roof drain and installed a larger roof drain. Roof drain was built with 24-gauge metal and lead flashing.

2. Roofed in new drain with silicone roofing materials.

3. Replaced 1 each 1/2" 5-ply plywood

4. Replaced 1 each 2" x 6" x 20' fascia board

5. Roofed in the plywood and fascia with new built up roofing membrane.

Total \$5,128.00

Change to Completion Date  Yes  No New Completion Date \_\_\_\_\_

1.	Dry rot replacement, new roof drain, built up materials and taxes	\$5,128.00
2.		
3.		
4.		
<b>Grand Total</b>		<b>\$5,128.00</b>

Customer hereby (1) approves the modifications set forth in this Change Order, (2) directs Madsen Roofing & Waterproofing, Inc. to proceed with the modifications, (3) agrees to the adjustment price, set forth above, if any, and (4) agrees to the change in time of performance set forth above, if any. All terms of the underlying contract for which this Change Order has been issued shall apply to this Change Order except as specifically set forth above.

**MADSEN ROOFING & WATERPROOFING, INC.**

DocuSigned by:  
  
 By: \_\_\_\_\_  
3DES0603C95840F...  
 Michael S. Woodbury, Controller

**CUSTOMER**

DocuSigned by:  
  
 By: \_\_\_\_\_  
5A1907728E33881F...  
 Name: James Perry Title PSM



Change Order No. 2

Date: May 23, 2024 From: Jamie Thagard

Customer No.: 13060 Customer Name: Carmichael Recreation & Park District

Job No.: 24-CD9 Job Name: La Sierra CC Phase II

Description of Modification

1. Removed existing roofing membrane and replaced 90 feet of 2" x 6" tongue and grooved decking. Installed 1 layer of 2" ISO insulation and 1 layer ISO insulation to fill in the roof. Over ISO insulation, installed new built-up-roofing membrane.

Total \$9,469.00

Change to Completion Date  Yes  No New Completion Date \_\_\_\_\_

1.	Dry rot replacement, new roof insualtion, built up materials and taxes	\$9,469.00
2.		
3.		
4.		
<b>Grand Total</b>		<b>\$9,469.00</b>

Customer hereby (1) approves the modifications set forth in this Change Order, (2) directs Madsen Roofing & Waterproofing, Inc. to proceed with the modifications, (3) agrees to the adjustment price, set forth above, if any, and (4) agrees to the change in time of performance set forth above, if any. All terms of the underlying contract for which this Change Order has been issued shall apply to this Change Order except as specifically set forth above.

**MADSEN ROOFING & WATERPROOFING, INC.**

DocuSigned by:  
  
 By: \_\_\_\_\_  
3DE5D605C95840F...  
 Michael S. Woodbury, Controller

**CUSTOMER**

DocuSigned by:  
  
 By: \_\_\_\_\_  
5A190AC75E3887D0  
 Name: James Perry Title: PSM

# madsen

ROOFING & WATERPROOFING, INC.

### Change Order No. 3

Date: May 23, 2024 From: Jamie Thagard

Customer No.: 13060 Customer Name: Carmichael Recreation & Park District

Job No.: 24-CD9 Job Name: La Sierra CC Phase II

#### Description of Modification

Boiler Room

1. Removed the rusted out gutter on the West side of the building and found dry rot fascia. Install 1 layer of 3/4" Plywood and 1 layer of 2" x 6" primed fascia. Installed new 24-gauge bonderized gutter and 24-gauge edge metal. Edge metal roofed in with silicone mastic and webbing in a three course repair. Gutter strapped to the deck with new gutter straps 3 foot on center.

Total \$6,345.00

Change to Completion Date  Yes  No New Completion Date \_\_\_\_\_

1.	Dry rot replacement, new gutter, new edge metal and taxes	\$6,345.00
2.		
3.		
4.		
<b>Grand Total</b>		<b>\$6,345.00</b>

Customer hereby (1) approves the modifications set forth in this Change Order, (2) directs Madsen Roofing & Waterproofing, Inc. to proceed with the modifications, (3) agrees to the adjustment price, set forth above, if any, and (4) agrees to the change in time of performance set forth above, if any. All terms of the underlying contract for which this Change Order has been issued shall apply to this Change Order except as specifically set forth above.

#### MADSEN ROOFING & WATERPROOFING, INC.

DocuSigned by:  
Michael S. Woodbury  
By: \_\_\_\_\_  
3DE5D605C95840F...  
Michael S. Woodbury, Controller

#### CUSTOMER

DocuSigned by:  
James Perry  
By: \_\_\_\_\_  
5A1800C7E53401...  
Name: James Perry Title PSM