

## 2015 Summer Reading Program Report

452 children and teens participated in the 2015 Summer Reading Program at Dixon Public Library.

97 children were in the Early Literacy component (to age 5). They received a free book at signup, plus another book after completing twenty preschool activities (coming to a library program, learning ABCs, etc).

The age breakdown of the Early Literacy children was as follows:

<b>All Libraries</b>	
<b>Age</b>	<b>Readers</b>
0 - 6 months	3
6 months - 1	6
2	17
3	19
4	31
5	21
older	0
<b>Total</b>	<b>97</b>

320 children (ages 5-12) participated in the Kids component. They set a goal for the number of books to read during the summer. Each week, when turning in their reading log to be stamped, they chose a prize from a box. They also entered the raffle for \$300 in gift certificates from Fisk's Cyclery and for four tickets to a Sacramento River Cats baseball game. Once reaching their reading goal, the children received a ticket for the Summer Reading Program event on Friday, August 31.

The age breakdown of the children ages 5-12 was as follows:

<b>All Libraries</b>	
<b>Age</b>	<b>Readers</b>
6	44
7	55
8	61
9	61
10	41
11	35
12	16
older	0
younger	7
<b>Total</b>	<b>320</b>

35 children (ages 13-18) were in the Teen component. They wrote a book review for each book they read during the summer. When they turned in their review, they entered a raffle for a free Chromebook.

The age breakdown of the teenagers was as follows:

<b>All Libraries</b>	
<b>Age</b>	<b>Readers</b>
13	12
14	8
15	4
16	2

17	2
18	3
other	4
<b>Total</b>	<b>35</b>

145 parents and children attended the final Summer Reading Program party on August 31. Children that attended watched a free show from Mad Science and participated in face painting. Those that had their tickets received a free book and refreshments (cupcakes, chips, lemonade, kool-aid). 88 books were issued to children.

A number of special programs for children were offered at the library during the summer. They included the following:

Dale Fazio Magician--135 attended

Peter Apel Folksinger--55 attended

California Raptor Center--165 attended

Caterpillar Puppets – 55 attended

Uncle Jer's Bee Show – 73 attended

Lawrence Hall of Science (Balloon Cars) – 56 attended

Buzz Lawrence Magic Show – 65 attended

Mad Science Show – 68 attended/participated during the Summer Reading Program event.

Total special program attendees: 672

In 2014, special program attendance was 952 for 15 events.

Comparison – Participation in SRP 2014 to 2015

<b>Age Group</b>	<b>2014</b>	<b>2015</b>	<b>Difference</b>
Early Literacy	93	97	+4
Children's	416	320	-96
Teens	57	35	-22
Total:	<b>566</b>	<b>452</b>	-114

There was a drop of 114 children from 2014 to 2015, a 20.15% drop. In part, I attribute this to not having a Children's Librarian during half of the program run to actively promote the SRP in the community and at schools.

Jim Tinder

Children's Librarian

Rob Henley <rob.h@a2rarch.com>

Wed 7/8/2015 8:33 AM

Inbox

To:Arozena, Steve <ArozenaS@dixonlibrary.com>;

Steve:

The information will not change our ball park fee range/estimates.

Based on the information gathered today and on our experience with similar projects, we estimated the fees as follows:

We have included a fee for some key consultants to review and assess the building systems which will make the estimate more meaningful.

1. As-Built's: \$10,000
2. Programming verification: \$5,000
3. Conceptual Design: \$20,000
  - o Site Plan
  - o Floor Plans
  - o Exterior Elevations
  - o Sections
  - o Roof Plans
4. Consultant Fee Pool: \$12,000
  - o Structural review
  - o Mechanical review
  - o Electrical review
  - o Environmental review
5. Estimate - Total Project Cost: \$8,000
6. **Total Estimated Fee:** \$55,000

The proposed compensation can be billed on a T&M not to exceed the fee stated above.

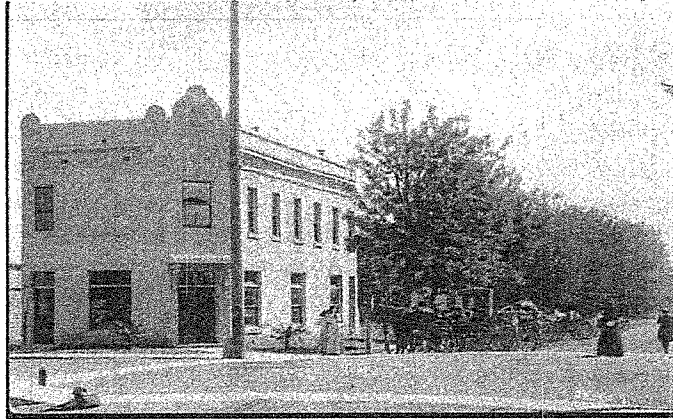
Thanks again for contacting us regarding this very interesting and important project.

Let us know if you have any questions or comments.

Rob

Rob Henley, AIA  
Principal I LEED AP  
A2R ARCHITECTS

190 S. Orchard Ave., Suite C250  
Vacaville, CA 95688



# **MILLER BUILDING BUILDING CONDITION SURVEY DRAFT REPORT**

200 North First Street  
Dixon, California 95620

PREPARED FOR

**DIXON PUBLIC LIBRARY**

**AUGUST 21, 2013**

PREPARED BY:

**PR&P ARCHITECTS**

## Appendix A

### Miller Building Inspection Report

We have prepared the following report as a confidential, nontransferable document for the Library's exclusive use. We do not and will not distribute this report to others without your authorization. We will be in contact with you regarding any requests for a copy of this report. Anyone requesting a copy will be referred directly to you. We will not provide any information or discuss this document with anyone unless we are instructed to do so. However, if a request for clarification is made by the party directly involved with this transaction, i.e. your real estate agent, the seller or their real estate agent we may provide clarification. If you desire that we do not discuss any details with others please call our office in a timely manner.

This report is valid for six months and is not for the benefit of any third party.

It is our policy to provide the most impartial, accurate, and professional opinion available of the conditions at the property inspected. For your protection and to gain the full benefit of this report, every page of this report should be read carefully and in its entirety. Summary pages (when attached) are to be used as guidelines for conditions found at the property. The summary is not to be construed as a list of all deficiencies found at the property.



**INSPECTION INFORMATION**

FILE #: 2013-8-5

DATE OF INSPECTION: August 5, 2013

TIME OF INSPECTION: 9:00 AM

INSPECTION ADDRESS: 206 First St. (Et. Al)

CITY/STATE/ZIP: Dixon, CA 95620

**CLIENT INFORMATION:**

CLIENT NAME: Dixon Public Library

MAILING ADDRESS: On File

CITY/STATE/ZIP: Dixon, CA 95620

e-Mail: **christmanv@dixonlibrary.com**

**CLIMATIC CONDITIONS:**

WEATHER: Clear, Light Winds,

SOIL CONDITIONS: Dry

TEMPERATURE: Estimated 70 to 80 degrees.

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**BUILDING CHARACTERISTICS:**

ORIENTATION: Structure Faces West.

ESTIMATED AGE: 105

BUILDING TYPE: Commercial

STORIES: 2

SPACE BELOW GRADE: Crawl Space

APPROXIMATE SQUARE FOOTAGE: 4,672

**UTILITY SERVICES**

WATER SOURCE: Public Water Service Provided By the Local City

SEWAGE DISPOSAL: Public.

UTILITIES STATUS: All Second Floor Utilities Off

**OTHER INFORMATION:**

LOT AREA: 81.4' x 50' = 4,070 sf



## SUMMARY:

The summary is not intended to replace the entire report, and should be used as a guide to this report. We recommend that the entire report be read.

1. Miller Building Roof issues.
  - a. Buckled and cracked roofing material
  - b. Rusted and cracked flashing
  - c. Debris collecting in gutters.
  - d. Debris collecting around appliances, plumbing, and other roof mounted features.
  - e. Inadequate, or sub-standard repairs on roof.
2. Attic Issues:
  - a. Moisture infiltration from failing roof, above. Framing appears in good condition
3. Electrical Issues:
  - a. Inadequate or sub-standard wiring, throughout.
  - b. There are four separate meters to the Miller Building
4. Plumbing Issues:
  - a. Inadequate or sub-standard plumbing, throughout.
  - b. Toilet Rooms are in poor to very poor condition and do not meet ADA.
5. Foundation Issues:
  - a. Inadequate access to crawlspace to observe condition of floor framing
  - b. Inadequate crawlspace of approximately 10" (code requires 18" min.)
6. Interior Issues:
  - a. Extensive water damage on ceilings, both upper and lower ceilings.
  - b. Water damage on floors, mainly upper floor.
  - c. Water damage on walls, mainly upper floor.
  - d. Floor slopes to exterior under and at stairwell. Minor cracking indicates some settlement or earthquake damage.
7. Exterior Issues:
  - a. Window seals are failing.

ceiling during cold weather. R-19 was standard until the mid 1980's; thereafter, R-30 became the standard to allow additional protection from heat infiltration from the attic.

## EXTERIOR

Our inspection does not address or confirm the existence of the following: Waterproof flashing around the doors and windows. My moisture infiltration due to failure of the water shed system or Exterior Insulating Finishing Systems (EIFS). Existence or condition of any moisture barriers behind exterior wall covering, under exterior walking surfaces (decks and balconies), etc. These items would require destructive testing which is beyond the scope of our inspection.

Areas hidden from view by finished walls, personal storage, etc. can not be inspected; therefore, are not included as a part of this inspection. Minor cracks are typical in many exterior walls and most do not represent anything more than expansion and contraction of building materials. If major cracks are present along with bowing, we routinely recommend further evaluation be made by a qualified structural engineer. All exterior grades should allow for surface and roof water to flow away from the foundation.

### WALLS:

**ACCESS:** The exterior was generally accessible front, back, and sides.

**MATERIAL:** Original Building: Concrete

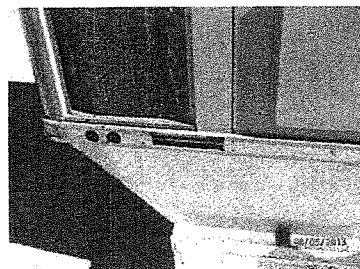
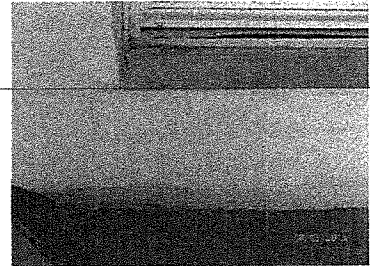
Additions: Cement Plaster with applied rock as trim

**CONDITION:** There are patches and cracks around the doors and windows. Minor cracking is considered normal for the geologic and seismic conditions associated with this area.

There was evidence of damage due to prolonged moisture infiltration in a number of locations;

Window trim and tops of beams.

The extent of damage cannot be determined by our visual inspection. Further inspection should be performed by a competent, qualified and licensed pest control contractor. Corrective work should be performed as required.

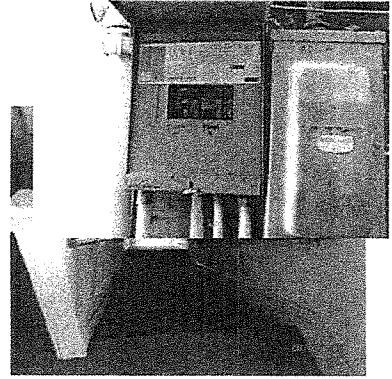


## STAIRS & VERTICAL TRANSPORT

**Information:** All stairways and/or any elevated walking surfaces (lofts, landings or open hallways) are required to have a hand and guard railing with no openings large enough to allow a sphere four inches (4") in diameter to pass through.

Stairways are inspected for obvious damage and deterioration, tripping hazards, obvious uneven steps, etc. Conditions such as squeaking, which result from normal expansion or contraction of the building materials, are not commented on.

**STAIRWAY:** The stairway appeared to be generally acceptable at the time of the inspection, however the inside edge has subsided by more than one inch. The railings do not meet current code for extensions. Contrasting visual striping at the top & bottom is missing. Only one stair is provided in the building.



## ELECTRICAL SYSTEM

This inspection of the electrical system includes the main panel and accessible sub panels. A representative number (not all) of switches and outlets are also tested. The inspector does not trip circuit breakers nor verify what appliances; outlets are being served on each circuit. The owner should be asked if there are any wiring modifications and/or discrepancies, which would be known only to them or a consistent user of the property. Our inspection is visual only; therefore, does not include wiring within the walls, ceilings, under attic insulation, etc. which is not visible or accessible. If a more detailed electrical inspection is desired, a competent electrical contractor should be obtained.

Any electrical repairs attempted by anyone other than a licensed electrician should be approached with caution. The power to the entire house should be turned off prior to beginning any repair efforts, no matter how trivial the repair may seem. Aluminum wiring requires periodic inspection and maintenance by a licensed electrician. Operation of time clock motors is not verified. Inoperative light fixtures often lack bulbs or have dead bulbs installed. Light bulbs during the inspection, due to time

are not changed constraints.

### **SERVICE:**

**TYPE:** Underground 120/240-volt, Local Utility

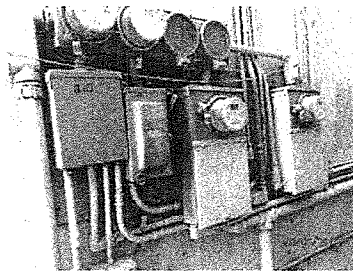
**MAIN DISCONNECT:** There was a (breaker) serving the property.

**CONDITION:** Appears serviceable.

**ELECTRICAL PANELS:**

**ENTRANCE CABLES:** Cannot determine.

**MAIN PANEL LOCATION:** east side of exterior wall.



Circuit breakers.

main disconnect

**SUPPLY LINES:**

MATERIAL: Galvanized Steel  
CONDITION: Appears serviceable.

**WASTE LINES**

MATERIAL: ABS plastic and Cast Iron  
CONDITION: Appears serviceable.

**FOUNDATION - BASEMENT**

It should be understood that all concrete foundations whether slab or raised (poured or precast) will develop cracks due to the nature of the material. These cracks can appear within weeks and sometime only days after construction. Our visual inspection considers age and design to determine if the cracks are beyond those normally found. Our comments regarding foundation cracks are based on cracks which are less than 1/8" wide and type of displacement or movement visible at the time of our inspection. Most cracks and movement in slab foundations are due to hydrostatic lifting as a result of inadequate site drainage around the structure. In the event of excessive cracking or uneven settlement further evaluation should be performed. We are not qualified nor can we confirm if any noted conditions have stabilized, as this determination would require technical knowledge beyond the scope of our inspection.

**SLAB ON GRADE:**

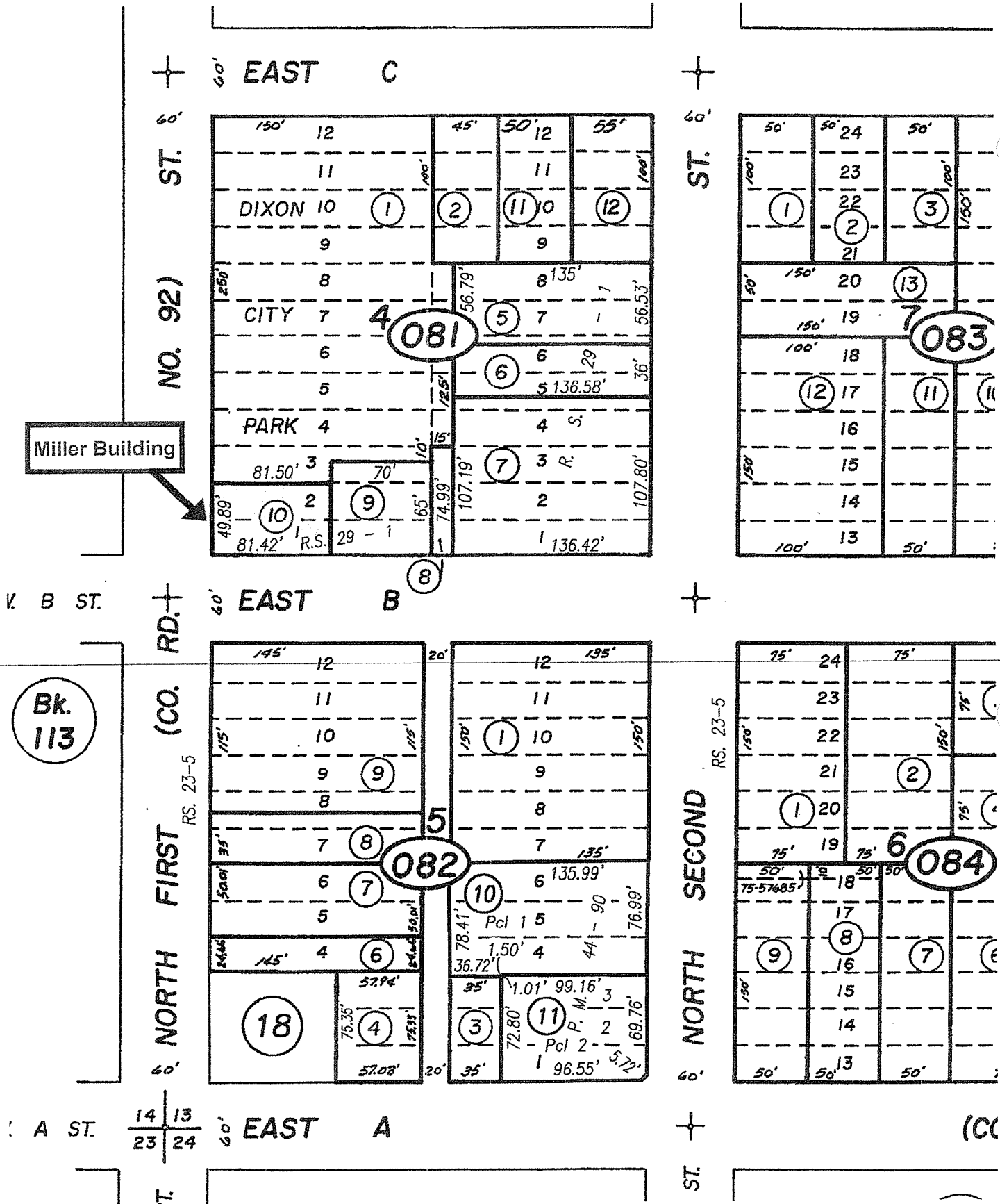
CONDITION: Slab is not visible due to carpet and/or floor covering - no readily visible problems are noted.

Serviceability or existence of any vapor barriers, condition of any under floor structural or mechanical components, cannot be confirmed. Cracks are sometimes visible on the exterior along the perimeter foundation edges. However, due to the ground level, vegetation or personal storage a complete inspection of the perimeter was not possible. Confirmation of the slab's integrity would require that a competent foundation specialist be consulted.

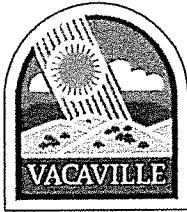


**FOUNDATION:**

Crawlspace is required to be 18" minimum clearance for under-floor maintenance. There is inadequate space to thoroughly inspect the area. Anchor bolts should be installed to secure the framing to the foundation; however, due to design they were not visible for this inspection. The presence of anchor bolts at this property was not confirmed. Final confirmation of their installation would be recommended, but this requires that a portion of the interior or exterior wall be dismantled for access.



Appendix B - Solano County Parcel Map



ESTABLISHED 1850

# CITY OF VACAVILLE

650 MERCHANT STREET  
VACAVILLE, CALIFORNIA 95688-6908  
www.cityofvacaville.com

LEN AUGUSTINE  
Mayor

CURTIS HUNT  
Vice Mayor

DILENNA HARRIS  
Councilmember

MITCH MASHBURN  
Councilmember

RON ROWLETT  
Councilmember

April 17, 2015

Dixon Public Library  
Attn: Steve Arozena, Library Director  
230 N First St.  
Dixon, CA 95620

**RE: Transfer of Real Property of the Former City of Vacaville Redevelopment Agency to the City of Vacaville**

Dear Mr. Arozena:

As you are aware, redevelopment agencies in California were eliminated in February 2012. The City of Vacaville Successor Agency to the Redevelopment Agency (RDA) has been working to wind-down the affairs of the former RDA since that time. The wind-down process that must be followed is prescribed in Assembly Bill 1484 and includes disposition of former RDA real property. The law requires your agency's approval to transfer nine public parking lots and two other parcels to the City of Vacaville (City) through a "compensation agreement." A compensation agreement is a written document between your agency and the City, agreeing to terms for the transfer of parcels to the City.

The nine public parking lots that require your approval to transfer to the City are located in Vacaville's downtown area. A map of these lots is included with this letter. These parking lots serve a very important public purpose by providing free parking for businesses, customers, and employees. Absence of these lots would severely negatively impact property values and thus reduce revenues to your agency. In addition, it would have a detrimental effect on business activity, depleting sales tax revenues generated in the downtown. The lots have been and continue to be maintained by the City of Vacaville. Because of the very important public value of these lots and that they are maintained by the City of Vacaville, it is requested that your agency agree to the transfer of these lots to the City for continued use as free public parking for \$1.00 per lot.

The two additional properties that require your approval to transfer to the City include a vacant parcel known as the Nut Tree View Corridor and vacant land on Auto Center Drive. Maps of these two parcels are included with this letter. It is requested that your agency agree to the transfer of these lots to the City with the intention that they be sold. In accordance with Assembly Bill 1484, all sales proceeds would be transferred to the Solano County Auditor-Controller for distribution to the applicable taxing entities, which includes your agency.

Please contact me at (707) 449-5104 or [jeremy.craig@cityofvacaville.com](mailto:jeremy.craig@cityofvacaville.com), or staff to the Successor Agency, Emily Cantu at (707) 449-5688 or [emily.cantu@cityofvacaville.com](mailto:emily.cantu@cityofvacaville.com) at your earliest convenience to discuss this important matter further.

Sincerely,

Jeremy Craig  
Interim Assistant City Manager, Director of Finance and IT, and staff to the Successor Agency

Enclosures: 3

cc: Vacaville Mayor and City Councilmembers  
City of Vacaville Oversight Board  
Emily Cantu, Housing Services Director

Maintaining personal hygiene so that body odor and excessive use of scented products do not bother or cause health-related issues or interfere with others' use of the library.

- No patron shall be permanently banned from the Library for violating this rule.
- Any patron asked to leave the library for failing to comply with this rule may submit a request in writing for further review by the Board of Trustees.

**MAINTENANCE AND REPAIR SERVICES AGREEMENT**

**THIS MAINTENANCE AND REPAIR SERVICES AGREEMENT** (the "Agreement") is made and entered into as of July 1, 2015 (the "Effective Date") by and between the Dixon Public Library District, (the "District"), and Moreno Construction, License # 933370 ("Contractor"). The District and the Contractor are collectively referred to in this Agreement individually as "Party" and collectively as the "Parties." This Agreement is made with reference to the following facts:

**A. WHEREAS**, the District desires to engage Contractor to perform specified maintenance and repair services at the District's Dixon Library, Miller Building and surrounding property located at 230 North First Street, Dixon, California 95620 ("Property") during the 2015 to 2016 fiscal year; and

**B. WHEREAS**, Contractor desires to be engaged by the District; and

**C. WHEREAS**, the District and Contractor desire to reduce to writing the terms and conditions of the District's engagement of Contractor.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

**ARTICLE I**  
**SERVICES TO BE PERFORMED BY CONTRACTOR**

**1.1 Performance Of Services.**

The Contractor's services shall consist of those services performed by the Contractor and/or Contractor's employees as enumerated in Exhibit A to this Agreement ("Services"), which Exhibit A is incorporated herein by this reference. All such services shall be performed during the 2015 to 2016 fiscal year as directed by the District during District business hours and/or non-business hours as determined by the District and scheduled with Contractor. All such work shall conform to the District's requirements and shall be performed to the District's satisfaction.

**1.2 Method Of Performance And General Supervision.**

Contractor shall perform the Services required by this Agreement pursuant to the methods, details and means designated by the District. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Contractor's work to ensure its conformity with the terms of this Agreement. Contractor shall not access the Property when children are present on the Property, unless supervised and/or approved by the District.



1.3 Contractor Certifications and Warranties.

Contractor makes the following certifications, representations, and warranties for the benefit of the District and Contractor acknowledges and agrees that the District, in deciding to engage Contractor pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Contractor's engagement hereunder:

(a) Contractor is qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, Contractor has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for hereunder.

(b) Contractor, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation, prevailing wage, and equal protection and non-discrimination laws.

**ARTICLE II  
TERM AND TERMINATION**

2.1 Term.

This Agreement shall become effective on the Effective Date, July 1, 2015 and shall end on June 30, 2016 (the "Term"), unless all compensation for work performed is disbursed prior to the end of the Term in accordance with Section 3.1 below in which case the Agreement may be deemed terminated by the District, or the Agreement is earlier terminated by either Party in accordance with Section 2.2, below.

2.2 Termination.

The District may elect to terminate this Agreement, in its sole discretion, with or without cause, by providing Contractor (5) days written notice of termination prior to the end of each month. Notwithstanding the above, either Party may immediately terminate this Agreement if the other Party is in default under this Agreement. The District may terminate this Agreement immediately, without any cure period, if, in the District's sole discretion, it determines there is an immediate threat to persons or property.

**ARTICLE III  
COMPENSATION**

3.1 Terms Of Payment.

In consideration for all Services to be performed by Contractor, the District agrees to pay Contractor a not to exceed amount of Eighteen Thousand Dollars (\$18,000.00) total ("Compensation"), for all services provided by Contractor as specified in Exhibit A.

Contractor shall keep a log of the services performed by Contractor each day. Contractor shall submit to the District a statement of services rendered in any month during the Term of this Agreement itemizing all maintenance and/or repair work performed during that month, within ten (10) business days after the end of that month. The District agrees to pay the amount due to Contractor for the Services on or before the end of the month following the month in which Services are performed. District shall withhold five percent (5%) of each payment, which amount shall be retained until all Services are completed to the District's satisfaction in accordance with the specifications of this Agreement.

Contractor will notify the District as soon as any unexpected circumstances arise and provide an estimate of any additional services that may be necessary, which must be approved in advance and in writing by the District as an amendment to this Agreement. Contractor shall not be compensated for any work outside of the scope of Services that is not approved in advance and in writing by the District. Contractor agrees this Agreement may be deemed fulfilled and terminated by the District prior to the end of the Term of this Agreement if all Compensation provided herein is disbursed to Contractor for Services performed prior to the end of the Term of this Agreement.

3.2 No Payroll Or Employment Taxes.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

**ARTICLE IV  
OTHER OBLIGATIONS OF CONTRACTOR**

4.1 Workers Compensation And Unemployment Insurance And Licenses.

Contractor shall be responsible for providing, at Contractor's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Contractor and for Contractor's employees, agents and independent contractors, as may be required by law.

4.2 Materials And Equipment.

Contractor shall supply all labor, materials, equipment, tools, and utility and transportation services, or as approved by the District, and perform and complete all work required in connection with the Services specified in Exhibit A.

4.3 Licenses, Permits, Fees And Assessments.

Contractor shall obtain at Contractor's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Services required by this Agreement.

#### 4.4 Insurance.

Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- (1) owned, non-owned and hired vehicles;
- (2) blanket contractual;
- (3) broad form property damage;
- (4) products/completed operations; and
- (5) personal injury.

Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and shall waive all rights of subrogation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse District upon demand for the cost thereof.

#### 4.5 Indemnification.

Contractor shall defend, indemnify and hold harmless District, and its officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of the work or performance of service under this Agreement. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, and its officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, and its officers, employees, agents and independent contractors from every claim or

demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or this Agreement; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or materialmen of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

#### 4.6 Conduct of Contractor.

Contractor shall take all steps necessary to insure that Contractor, its employees or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while performing the Services. Contractor shall not, and shall prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while performing the Services. Likewise, Contractor shall not, and shall prevent its employees or subcontractor's employees from bringing any animal onto the Property. Contractor shall not violate any written District policies.

#### 4.7 Liens and Claims.

Contractor shall not permit any liens or claims to stand against the Property for labor or material furnished in connection with any Services performed by Contractor. Upon reasonable and timely notice of any such lien or claim delivered to Contractor by District, Contractor may bond and contest the validity and the amount of such lien, but Contractor will promptly pay any

judgment rendered, will promptly pay all proper costs and charges, and will have the lien or claim released at its sole expense.

4.8 Return Of District Property.

On the termination of this Agreement or whenever requested by the District, Contractor shall immediately deliver to the District all property in Contractor's possession or under Contractor's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Contractor excepted.

**ARTICLE V  
PREVAILING WAGES**

5.1 Prevailing Wages.

Wage rates for these Services shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute this Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720, et seq.); (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000j, et seq.); and (3) District's Labor Compliance Program, if applicable.

**ARTICLE VI  
GENERAL PROVISIONS**

6.1 Default.

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

6.2 Amendments.

The Agreement may not be altered or modified except by a writing signed by the Parties.

6.3 Status Of Contractor.

Contractor enters into this Agreement, and will remain throughout the term of the Agreement, an independent contractor. Neither Contractor nor its employees, agents or independent contractors shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Contractor's employees, agents and independent

contractors shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

6.4 Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California. Venue shall be in Solano County.

6.5 Notices.

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

To the District:	Dixon Public Library District
Attn: Steve Arozena,	230 North First Street
Library Director	Dixon CA 95620
	Facsimile: (707) 678-3515

To the Contractor:	Moreno Construction
Attn: Pedro Moreno,	505 W. First Street
Owner	
	Dixon CA 95620
	Facsimile: (707)693-0842
	Phone: (530) 908-8094

Each Party may designate in writing such other place or places that notices and demands may be given.

6.6 Assignment.

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

6.7 Order of Precedence.

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Exhibit), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Exhibit.

6.8 Agreement Interpretation.

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

6.9 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

6.10 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

DIXON PUBLIC LIBRARY DISTRICT:

By: \_\_\_\_\_

Steve Arozena  
Library Director

MORENO CONSTRUCTION:

By: \_\_\_\_\_

Pedro Moreno, Owner

**EXHIBIT A**

**MAINTENANCE SERVICES TO BE PERFORMED AT PROPERTY  
DURING THE TERM OF THE AGREEMENT**

[INSERT]



**MEDICAL BENEFIT RATES FOR 2016 - GUARANTEED UNTIL JANUARY 1, 2017**

**AREA I - Northern CA:  
Bay Area**

Alameda, Amador, Contra Costa,  
Marin, Napa, Nevada,  
San Francisco, San Joaquin,  
San Mateo, Santa Clara,  
Santa Cruz, Solano, Sonoma,  
Sutter, Yolo, Yuba

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$775.20	\$1,548.36	\$2,013.48
Platinum PPO	\$846.60	\$1,693.20	\$2,202.18
Silver PPO	\$555.90	\$1,113.84	\$1,446.36
EPO	\$931.26	\$1,863.54	\$2,421.48
HDHP 10%	\$627.30	\$1,255.62	\$1,630.98
HDHP 20%	\$540.60	\$1,080.18	\$1,405.56
Access+ HMO 15	\$1,055.70	\$2,111.40	\$2,745.84
Access+ HMO 20	\$980.22	\$1,961.46	\$2,550.00

**AREA II - Northern CA:  
Other Counties**

Alpine, Butte, Calaveras, Colusa,  
Del Norte, Glenn, Humboldt,  
Lake, Lassen, Mariposa,  
Mendocino, Merced, Modoc,  
Mono, Monterey, Plumas,  
San Benito, Shasta, Sierra,  
Siskiyou, Stanislaus,  
Tehama, Trinity, Tuolumne

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$737.46	\$1,474.92	\$1,915.56
Platinum PPO	\$806.82	\$1,613.64	\$2,096.10
Silver PPO	\$529.38	\$1,058.76	\$1,374.96
EPO	\$901.68	\$1,806.42	\$2,349.06
HDHP 10%	\$619.14	\$1,241.34	\$1,612.62
HDHP 20%	\$512.04	\$1,022.04	\$1,329.06
Access+ HMO 15	\$1,033.26	\$2,065.50	\$2,685.66
Access+ HMO 20	\$961.86	\$1,922.70	\$2,497.98

**AREA III - Southern CA:  
Los Angeles Area**

Los Angeles, San Bernardino,  
Ventura

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$667.08	\$1,335.18	\$1,737.06
Platinum PPO	\$730.32	\$1,461.66	\$1,900.26
Silver PPO	\$480.42	\$958.80	\$1,247.46
EPO	\$780.30	\$1,560.60	\$2,028.78
HDHP 10%	\$581.40	\$1,161.78	\$1,509.60
HDHP 20%	\$478.38	\$955.74	\$1,242.36
Access+ HMO 15	\$746.64	\$1,497.36	\$1,947.18
Access+ HMO 20	\$695.64	\$1,393.32	\$1,810.50

**AREA IV - Southern CA:  
Other Counties**

Fresno, Imperial, Inyo, Kern,  
Kings, Madera, Riverside, Or-  
ange, San Diego,  
San Luis Obispo,  
Santa Barbara, Tulare

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$681.36	\$1,363.74	\$1,772.76
Platinum PPO	\$750.72	\$1,499.40	\$1,950.24
Silver PPO	\$489.60	\$980.22	\$1,273.98
EPO	\$797.64	\$1,595.28	\$2,074.68
HDHP 10%	\$593.64	\$1,186.26	\$1,541.22
HDHP 20%	\$489.60	\$978.18	\$1,271.94
Access+ HMO 15	\$855.78	\$1,714.62	\$2,226.66
Access+ HMO 20	\$795.60	\$1,592.22	\$2,070.60

Rates shown are for active and retired employees, and public officials. COBRA rates are charged at 102% of the active rates as shown above.

TENTATIVE\*  
**GROUP LIFE INSURANCE PROPOSAL FOR  
DIXON PUBLIC LIBRARY**

June 23, 2015

**PROPOSED SCHEDULE OF INSURANCE FOR EMPLOYEES**

INSURANCE CLASS	NUMBER OF ELIGIBLE PERSONS	AMOUNT OF GROUP LIFE INSURANCE
All Full-Time U.S. Employees Working 30.00 Hours or More Per Week		
Under Age 65	4	75,000
Age 65 - 69	1	45,000
Age 70 - 74	0	27,000
Age 75 - 79	0	19,000
Age 80 & Over	0	15,000

\*TENTATIVE PROPOSAL pending review by Commercial Group Life. DO NOT COLLECT PREMIUM. Also, pending satisfactory review by State Farm Insurance Companies of an Individual Application for Group Insurance form completed by each eligible employee.

In the event of disability, retirement is assumed at age 65. Currently disabled employees are not eligible for benefits under this proposal.

The effective date of insurance is determined by the policy.

**TENTATIVE PREMIUMS**

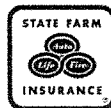
	TOTAL AMOUNT OF INSURANCE	MONTHLY COST PER THOUSAND	TOTAL ESTIMATED MONTHLY PREMIUM
Life Insurance	\$345,000	\$0.61	\$210.45

Once a firm rate is determined, we will be able to establish the monthly premium amount. The initial premium due will be two months premium. Thereafter, premiums will be due on a monthly basis.

If this bid is accepted, final rates will then be determined based upon the final schedule of insurance and the individuals to be covered. These final rates will be effective for at least the first twelve months. This bid will be valid for ninety days.

This insurance is participating. Dividends, if earned, will be paid annually to the policyholder to reduce the gross cost.

PRESENTED BY:0G34373



**State Farm Life Insurance Company** (Not Licensed in New York or Wisconsin)  
**State Farm Life and Accident Assurance Company** (Licensed in New York and Wisconsin)  
Home Office, Bloomington, Illinois  
**statefarm.com**<sup>®</sup>