

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <a href="https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf">https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf</a>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<a href="https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions">https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions</a>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

Shannon Wiest

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager



#### Supplier Details:

Company Spohn Ranch Inc

Contact Vince Onel

Address 6824 S Centinela Ave

Los Angeles, CA 90230

#### Submit your response to:

Company City of Roseville Contact Sue Jessup

Address Purchasing Division

311 Vernon St

Roseville, CA 95678

Phone (916) 746-1107

Fax (916) 746-1115 E-mail SJessup@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; OR

(2) One signature from the Chairman of the Board, President, or any Vice President <u>AND</u> one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

## Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

<sup>\*</sup>General Manager. Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.



3003202	Agreement
19-SEP-2023	Agreement Date
0	Revision
192,780.00 USD	Agreement Amount

Invoice To City of Roseville

**Accounts Payable** 

311 Vernon St

**ROSEVILLE CA 95678** 

Phone: (916) 774-5488 Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Los Angeles, CA 90230

6824 S Centinela Ave

Supplier Spohn Ranch Inc

Phone: () Fax: ()

Email: vince@spohnranch.com

Description of

THE VENDOR SHALL PROVIDE LABOR, MATERIALS, EQUIPMENT AND

Labor, equipment

INSTALLATION FOR THE SKATEPARK IMPROVEMENTS AT MAIDU SKATEPARK FOR THE ROSEVILLE PARKS RECREATION AND LIBRARIES DEPARTMENT (PRL)

and/or materials

IN ACCORDANCE WITH THE ATTACHED SPOHN RANCH INC PROPOSAL DATED

9/18/2023 UTILIZING THE SOURCEWELL CONTRACT #112420-SRI.

LOCATION: MAIDU SKATEPARK

START DATE: EXECUTED AGREEMENT END DATE: UPON FINAL PAYMENT

CONTACT ALEXIS PRIEST IN THE PRL DEPARTMENT AT (916) 774-5245 OR EMAIL APRIEST@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS

AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15767	Net 30	Freight on Board at the destination	Destination	<b>Best Method</b>
Start Date		End Date	Confirm To		
			Cun Innun Dhana d 040 7	40 4407	

Sue Jessup Phone 1-916-746-1107

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

#### **Contract Terms and Conditions**

- 1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
- Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
- 4. Time is of the essence of this Agreement.
- 5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
- This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
- All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
- Unless notified to the contrary, in writing, the City assumes that the Contractor has
  accepted the work in accordance with the plans and specifications (if any) and agrees to
  do the work in compliance with this Agreement.
- 9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <a href="http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm">http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm</a>.
- 10. Contractor agrees to the below insurance requirements:
  - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
  - (1) the minimum coverage and limits specified in this Agreement; or
  - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
- 11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville. ca.us/stormwater for links to more information on the City's storm water regulations.
- 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
- 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
- 16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
- 17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
- 18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
- 20. Contractor certifies that Contractor, its employees, directors, officers, agents,

subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

- 21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
- 22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Reservitle Business License No.

Contractor License No.

100005197

Check mark the applicable company type below:

Corporation

Limited Liability Company

Partnership

Sole Proprietor

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or it required by law.

Construction T&C

REV 3/2/21 LIS

#### ATTACHMENT A HUMAN RESOURCES/RISK MANAGEMENT DIVISION **INSURANCE REQUIREMENTS** AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

#### General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory \*Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville Insurance Compliance, PO Box 100085-R1, Duluth,

## **GA 30096** Additional Liability/insurance Requirements if required by Agreement (and marked below): Construction: X General Liability: \$2 Million/occurrence \$4 Million aggregate Design Professional: General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability: \$2 Million/occurrence Professional Consultant:\_ Professional Liability: \$1 Million/occurrence IT Services: Professional Liability: \$1 Million/occurrence No auto required Hazardous Materials:\_ Pollution Liability: \$1 Million/occurrence Special Events/Caterers-Vendors:\_

Professional Counseling/Psychological:\_

Professional Liability: \$1 Million/occurrence No auto required

No auto required No workers' comp required

Pyrotechnics:\_\_\_\_ General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/occurrence

Chemical/Environmental:\_\_\_ General Liability: \$3 Million/occurrence \$6 Million aggregate Pollution - \$2 Million/Occurrence Auto - \$2 Million/Occurrence

#### Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

#### **How it Works**

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof
  of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send
  a follow up letter or email requesting additional information.

Questions Regarding insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding insurance Requirements Contact Risk Management at (916) 774-5202

	Supplier	200
Signature:	An	
Print Name:	Aaron Spohn	
Title:	President	
	Supplier	
Signature:		
Print Name:		
Title:		
	City of Roseville, A Municipal Corporation	-
Signature:		
Print Name:	Dominick Casey	
Title:	City Manager	

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# SOURCEWELL PRICE PROPOSAL

SOURCEWELL CONTRACT #112420-SRI SOURCEWELL MEMBER #2420 CITY OF ROSEVILLE, CALIFORNIA MAIDU SKATEPARK IMPROVEMENTS SEPTEMBER 18, 2023

### SPOHN RANCH TO PROVIDE:

Labor, materials and equipment as follows for the improvements detailed in the 100% Construction Documents and per Spohn Ranch's competitively-solicited Sourcewell Contract #112420-SRI:

- Design development
- Construction documents
- Cutting and demolition for slab trenches
- Supply and install EPS15 geofoam
- · Supply and install steel coping and edge protection
- Form, reinforce, place, finish, joint and seal concrete / shotcrete
- Prevailing wage (NC-023)
- Bonding

Sub-Total	\$205,434.00	
8% Sourcewell Discount	(\$16,434.00)	
Sourcewell Sub-Total	\$189,000.00	
Bonding	\$3,780.00	
Sourcewell Grand Total	\$192,780.00	

### CLIENT TO PROVIDE / PROVIDED BY OTHERS:

Spohn requires the following to be provided by the Client or another third party. Spohn's proposal is expressly conditioned upon the following assumptions and any variance voids the quote. Spohn will not indemnify or accept any risk of loss related to the items set forth below.

- Temporary water access within 150' of skatepark footprint (minimum ¾" line with sufficient pressure/volume)
- Temporary power access within 150' of skatepark footprint (minimum two 20-amp circuits (110v))
- Demolition
  - o Prefabricated ramps
  - o Concrete stairs and steel handrails in SW corner
- · Balance of work not expressly described in Spohn's scope of work



#### **EXCLUSIONS:**

- Permitting
- 3<sup>rd</sup> party testing / inspections
- Taxes other than payroll taxes and sales taxes on materials
- Union labor requirements
- Graffiti removal
- Any work not expressly described in Spohn's scope of work

### **TERMS & CONDITIONS:**

The following terms are expressly part of this proposal and any subsequent agreement between Client and Spohn similarly shall incorporate these terms. In the event that no further contract is entered into, the terms set forth in the proposal shall constitute the entire agreement between the parties.

- Acceptance of the work shall be commercially reasonable and expeditious
- · Failure to object to work within a reasonable time shall constitute deemed acceptance
- . Spohn shall have approval rights as to any initial project schedule, and all subsequent schedule changes
- Spohn shall accept no risk of loss outside of its direct control
- All discretion attributed to Client in any contract shall be subject to commercial reasonableness standard
- Vendor must indemnify, save, and hold Sourcewell and its Participating Entitles, including their agents and employees, harmless from any
  claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees;
  this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment,
  Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.
- Spohn must approve any material increases in scope in writing including agreeing to an equitable adjustment of contract price and time changes in scope in writing
- · All modifications, waivers, alterations to be charged against Spohn must be written and signed by Spohn's authorized representative
- Any increase in the price of raw materials anticipated to be used in Spohn's scope greater than ten percent (10%) occurring after execution of
  this proposal shall constitute a material changed condition necessitating an equitable adjustment to the contract price
- The price contained in this proposal is valid for sixty (60) days and may be accepted by issuance of a notice to proceed or any similar
  instruction whereby Client indicates desire to commence project. The price is further conditioned upon Client's delivery of all items outside
  Spohn's scope of work upon which Spohn's work may be predicated.
- Client shall pay invoices upon receipt. Interest on amounts unpaid after thirty days shall accrue at 1% interest of the cumulative outstanding
  balance per month (12% annual rate), compounded monthly. Client agrees that all work described in an invoice that is not objected to in a
  writing within five days of receipt of the invoice shall be deemed to be final and binding upon the Parties as to the amounts due, the
  adequacy of Spohn's performance, and the value of the services provided to Client. Any written objections shall specify the claimed defects
  sufficiently to allow Spohn's prompt and effective correction.
- Spohn shall have the right to cure any alleged default within a reasonable time
- Client acknowledges that Spohn is not party to any organized labor agreements. Client agrees that Spohn will not be responsible or liable for
  any issues, injuries or damages, relating to labor peace, strikes, picketing or otherwise, regardless as to cause. Client agrees that delays
  related to labor issues shall constitute a contractual delay and entitle Spohn to additional time to perform for the length of the delay, and
  compensation for any additional costs incurred. These terms are material conditions to Spohn's willingness to provide a proposal to Client.
- In the event that other entities affect the site conditions adversely or impede the progress of the work, the Client shall be responsible for any
  additional costs
- In the event the Client is responsible for rough grading or other site preparation, Client shall provide proof of correct grades / site preparation
  prior to Spohn Ranch mobilizing. In the event that the grades / elevations are incorrect, Client will be responsible for demobilization /
  remobilization costs, and any additional costs incurred. The schedule will be updated according to Spohn Ranch's prior professional
  commitments, and completion date shall be automatically extended to reflect Spohn's updated schedule.
- In addition, Spohn shall not, under any circumstances, be responsible for special, consequential, or incidental damages such as, but not
  limited to, damage to or loss of other property; loss of profit, revenue or reputation; loss of capital; loss of purchased or replaced goods; or
  claims for delays, back charges, or loss of use
- Spohn reserves the right to makes any corrections as necessary to typographic errors
- In the event of any action, suit, arbitration, or other proceeding of any nature is brought in connection with the payment terms related to
  these Terms and Conditions, any related agreement, or Spohn's provision of goods, services, products, or to recover any of Spohn's property
  ("Dispute"), the prevailing party shall be entitled to recover its reasonable attorney's fees, expert-witness fees, other litigation costs and fees
  (e.g., deposition costs, trial preparation costs, etc.), and other costs and expenses of suit, judgment or award.
- Spohn shall, at its expense, procure and maintain insurance with carriers acceptable to Client, and in amounts set forth below. Spohn shall
  provide certificates of insurance to Client upon request. The certificates of insurance shall provide that there will be no cancellation nor
  reduction of coverage without thirty (30) days prior written notice to Client. Required coverage amounts:





- Workers Compensation and Employers Liability insurance in the amount of \$1,000,000;
- Automobile Coverage for all Owned, Non-Owned and Hired vehicles in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate:
- o Comprehensive General Liability or Commercial General Liability insurance covering all operations or job specific in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- Excess Liability/ Umbrella Insurance in the amount of \$5,000,000;
- o Errors and Omissions/ Professional Liability insurance in the amount of \$2,000,000 per occurrence, \$2,000,000 aggregate.
- Spohn offers a 12-Month Materials and Workmanship Warranty effective upon the date of substantial completion of the project or first use by Client
- These Terms and Conditions are necessarily incorporated by reference into any other related agreement; Client agrees that California law
  shall govern the relationship between the Client and Spohn to the fullest extent of applicable law including enforcement of any part of these
  Terms and Conditions or any other related agreement between or among Client and Spohn.
- · Each Term and/or Condition herein is severable in the event one or more provisions are unenforceable for any reason



SPOHN RANCH, INC. P. 626-330-5803 F. 626-330-5603 W. SPOHNRANCH COM E. INFO®SPOHNRANCH 6824 S. CENTINELA AVE. LOS ANGELES, CA 9023

LET'S ROLL

# SOURCEWELL PRICE PROPOSAL

SOURCEWELL CONTRACT #112420-SRI SOURCEWELL MEMBER #2420 CITY OF ROSEVILLE, CALIFORNIA MAIDU SKATEPARK IMPROVEMENTS

PROPOSAL VALID FOR 60 DAYS FROM SEPTEMBER 18, 2023

I AUTHORIZE THE PURCHASE OF THE PRODUCTS AND SERVICES FROM SPOHN RANCH INCLUDED IN THIS PROPOSAL ACCORDING TO THE SPECIFIED TERMS AND CONDITIONS.

SOLD TO:	SHIP TO:
CONTACT:	CONTACT:
PHONE:	PHONE:
EMAIL:	EMAIL:
SPOHN RANCH REPRESENTATIVE:	PURCHASE AUTHORIZED BY:
DATE:	DATE:

