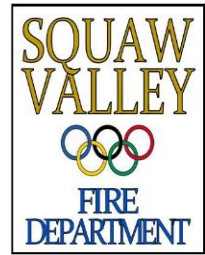




SQUAW VALLEY PUBLIC SERVICE DISTRICT



Roof Replacement Project Office Building 1810 Squaw Valley Road

DATE: August 25, 2015
TO: District Board Members
FROM: Jesse McGraw, Operations Manager
SUBJECT: Roof Replacement at the Office Building 1810 Squaw Valley Road

BACKGROUND:

The old District Office building at 1810 Squaw Valley Road is nearly 57 years old having served as the medical center for the 1960 Winter Olympics. The existing roof was installed sometime prior to the 1993 remodel addition. The roof was a single ply "torch down" system that was considered a 20 year roof; the roof is today around 24 years old.

The roof of the old office began leaking a few years ago when snow load was significant; recent inspections reveal it is leaking along the entire western edge and in at least 3 additional locations. There are voids and large wrinkles apparent at the surface where it is leaking and the entire surface is alligatored indicating failure of the surface membrane. There are up to ½ dozen "soft spots" or failure points in the plywood underlayment that will give further with significant snow load.

DISCUSSION:

Anticipating the need for roof replacement staff included a line item in the amount of \$40,000 in the 2015-2016 Capital Projects Budget. Staff solicited bids from seven local roofing companies, receiving bids from three. Staff does not have the background or experience to specify a roofing system, leaving the roofing contractor to make a recommendation for product and installation. The roofing systems proposed range from a 2 ply "peal and stick" with a 15 year warranty to a 2 ply "torch down" system similar to the existing roof, or a 3 ply "peal and stick" system with a 20 year warranty. The first 2 proposals are very similar in cost with the 2 ply "peal and stick" roof specified by D & D roofing as the low bid in the amount of \$37,530 plus the cost of plywood replacement at \$65/ sheet. D & D Roofing is a reputable contractor in business for many years, staff has found them to be professional and responsive regarding repairs to the roof they installed at the Fire Station and Administrative Center in 2004.

ALTERNATIVES:

1. As an alternative to replacing the entire roof staff could investigate repairing the roof. This option may result in delaying the inevitable and could result in additional and unnecessary cost. Given the condition assessment delaying the roof replacement is not recommended.
2. Accept the proposal from D & D Roofing in the amount of \$37,530 and direct staff to enter into contract not to exceed the \$40,000 budget amount without further approval.

FISCAL/RESOURCE IMPACTS:

The project will be funded from the Fixed Asset Replacement Fund. The fund will be depleted by an amount equal to the cost of the project.

RECOMMENDATION:

Staff recommends option 2 as the best lowest cost alternative. Staff recommends the Board direct the General Manager to enter into contract with D & D Roofing in the amount of \$37,530 not to exceed budget without further authorization.

ATTACHMENTS:

Proposal from D & D Roofing dated August 4, 2015
Contract for Office Roof Replacement Project

DATE PREPARED: August 17, 2015



We are Employee Owned

August 4, 2015

Jesse McGraw
PO Box 2026
Olympic Valley, CA 96146

Job Address: 1810 Squaw Valley Rd
Olympic Valley, CA 96146

Fully Adhered .060 mil TPO Membrane over 1/4" Primed Densdeck

1. Remove existing layers of roofing to wood deck and dispose of properly.
2. Wood deck to be inspected by owner's representative and **D & D Roofing and Sheet Metal, Inc.** to determine extent of damage, if any. Replacement cost will be an additional amount of \$65.00 per 4' x 8' sheet of roof sheeting, or portion thereof installed. Does not include anything attached to the roof deck or interior insulation replacement.
3. Mechanically attach one (1) layer of 1/4" Primed Densdeck over wood deck.
4. Fabricate and install 24GA Kynar pre-painted edge metal and continuous metal cleat.
5. Fully adhere .060 mil TPO single ply membrane over Primed Densdeck.
6. Properly seal all penetrations and perimeters per manufacturer's specifications.
7. Upon Completion, **D & D Roofing and Sheet Metal, Inc.** three (3) year guarantee to apply, as well as a manufacturer's 15 year no dollar limit (NDL) warranty.

Complete Price \$37,530.00

Terms: Monthly progress billings.


Note: This proposal is valid only for orders placed within the next 30 days.

The Uniform Building Code and the National Roofing Contractors Association "Roofing and Waterproofing Manual" requires that fasteners should be long enough to penetrate through the underside of plywood, or at least 3/4 inch into wood plank decking. This is also a requisite for warranty from all major asphalt shingle, tile, shake/shingle, and composite manufacturers and suppliers. If nails through your decking present any concern, please let us know.

Our company makes an effort to inspect all areas of roof when feasible. However, it is not always possible to detect additional roofing layers, substrate deterioration, structural concerns, spaced-sheathing, and/or mildew and dry-rot. If any of these conditions become evident during the construction process, it could result in additional costs. **D & D Roofing and Sheet Metal, Inc.** will not take responsibility for any future or consequential problems resulting from these conditions.

Sincerely,

D & D Roofing and Sheet Metal, Inc.


RICHARD BODEN
Residential Branch Manager

Accepted by: _____ Date: _____

CONTRACT
Office Roof Replacement 1810 Squaw Valley Road

THIS AGREEMENT is made and entered into as of the date of last signing, by and between D & D Roofing and Sheet Metal, Inc. (“Contractor” herein) and SQUAW VALLEY PUBLIC SERVICE DISTRICT (“District” herein).

RECITALS:

A. WHEREAS, Contractor has been awarded the contract for the project generally described as Office Roof Replacement 18180 Squaw Valley Road.

B. WHEREAS, Contractor desires to perform the work, as hereinafter identified and set forth, in accordance with the terms and conditions set forth herein and subject to the right of inspection of District; and

C. WHEREAS, the Board of Directors of District has approved execution of this Agreement between District and Contractor.

NOW, THEREFORE, for and in consideration of the full and complete performance of the terms and conditions hereinafter set forth, it is agreed as follows:

ARTICLE 1 DESCRIPTION OF WORK

1.1 Contractor agrees to furnish and provide all labor and materials, including tools, implements and appliances required to construct in a good and workmanlike manner hereinafter called the Project on the real property described as 1810 Squaw Valley Road APN 096-540-004-510

1.2 Said construction, performance and completion of work by Contractor shall be in conformity with the plans, drawings, and specifications for the same as approved by District and to its satisfaction. The plans and specifications are identified as the Proposal by D & D Roofing and Sheet Metal, Inc. dated August 4, 2015 attached hereto as Exhibit A.

ARTICLE 2 CONTRACT PRICE

2.1 District shall pay, or cause to be paid, to Contractor, its legal representatives or assigns, the sum of Thirty Seven Thousand Five Hundred and Thirty Dollars (\$37,530).

2.2 It is agreed that when each payment or installment shall become due and upon final completion of the work, Contractor shall furnish to District a statement in writing, showing that

the necessary amount of work has been done and material furnished in order to entitle Contractor to such payment.

ARTICLE 3 PREVAILING WAGE

3.1 The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, pursuant to the Labor Code of the State of California. The prevailing rate of wages is made a part of the Agreement for all purposes. The Contractor shall obtain and post a copy of said wage rate at each site of work. The provisions of section 1775 of said Labor Code shall be complied with. Attention is directed to section 1776 of the California Labor Code: "Each contractor and subcontractor shall keep an accurate payroll record, showing name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in conjunction with the public work."

3.2 No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE 4 EXTRA WORK

4.1 No extras are authorized by execution hereof. Contractor shall be entitled to be paid for extra or additional work only after District has previously approved, in writing, the proposed extra, change or additional work. It is agreed that the character and valuation of any and all changes, omissions or extra work shall be agreed upon and fixed in writing, signed by District and Contractor prior to undertaking such work. It is agreed that the value of any work, deleted or omitted and/or the value of additional work shall be credited or debited against the contract price. District shall have the sole discretion to approve, accept or to certify, as completed, any extra work performed.

ARTICLE 5 TIME FOR COMPLETION

5.1 Contractor shall commence work on said project within 10 (ten) days after execution of this Agreement and Contractor shall complete construction of said project within 30 calendar days thereof, and no later than October 15, 2015.

5.2 In the event that Contractor shall breach or be in default under the terms and provisions of this Agreement and/or to timely perform pursuant hereto, Contractor agrees to pay to District the sum of One Hundred Twenty-Five Dollars (\$125.00) for each and every day until Contractor has fully performed and completed the project in accordance with the terms and conditions hereof. The parties agree that time is of the essence in this Agreement and that damages which may result from a failure to timely complete the project, as herein provided, would be impracticable or extremely difficult to ascertain and that by virtue thereof, the parties agree that the damages resulting from delay or failure of completion justify payment of liquidated damages as herein agreed.

ARTICLE 6 DELAY

6.1 Contractor shall be excused for any delay in completion of the project caused by acts of God, of District, or District's agents, employees or independent contractors; stormy or inclement weather; labor trouble, strikes or disputes; acts of public utilities, public bodies, or inspectors other than as related to possible defects in Contractor's performance; extra work; failure of District to make progress payments promptly when due; or other contingencies unforeseen by Contractor and beyond his reasonable control.

ARTICLE 7 WARRANTY AND REPAIR

7.1 Contractor expressly warrants that the improvements and product, including any component parts thereof, to be completed by Contractor and delivered to District pursuant to this Agreement, shall be free of any defect in workmanship or manufacture and that work shall be accomplished in a good and workmanlike fashion, in accordance with the Plans and Specifications as are applicable thereto.

7.2 Contractor further warrants and guarantees that work shall be accomplished in a good and workmanlike fashion, in accordance with the Plans and Specifications as are applicable thereto. Contractor further warrants and guarantees the work and improvements, including any appurtenances, equipment and facilities thereto, materials and workmanship used and consumed in construction of the project or improvements for a period of one (1) year following date of completion, except to the extent that any longer period of warranty or guarantee is provided by any supplier, distributor or manufacturer of material or supplies used

in the construction of the improvements. Contractor agrees to act as co-guarantor of such equipment, materials and supplies and shall supply District with all warranty and guarantee documents relative to equipment, materials and supplies used or incorporated in the job, as guaranteed by Contractor(s), suppliers, distributors or manufacturers.

ARTICLE 8 DISTRICT'S RIGHT TO TERMINATE CONTRACT

8.1 Should Contractor commit any of the events specified in this paragraph, District may, by giving Ten (10) days' notice in writing thereof to Contractor, and should Contractor immediately thereafter not remedy the same, District shall be entitled to terminate the services of Contractor under this Agreement; take possession of said project and the premises on which it is located; take possession of all materials and appliances located upon such expedient. Contractor shall be deemed to have committed an act specified in this paragraph if he shall:

- (1) Be adjudged bankrupt;
- (2) Make a general assignment for the benefit of creditors;
- (3) Refuse or fail, except as excused, to supply enough labor and materials to complete the project in a timely manner;
- (4) Fail to make prompt payment to subcontractors, laborers or materialmen for labor performed on or materials furnished to the project, except as otherwise excused pursuant hereto;
- (5) Otherwise substantially violate or be in default of the terms and conditions of this Agreement.

8.2 Should District terminate the services of Contractor, as herein set forth, it shall have the right to take possession of the project and to complete the project utilizing contractor of its own choosing. District shall be relieved from its obligation to pay Contractor and shall be entitled to utilize any funds withheld for purpose of completion by the Contractor hired by the District. Contractor shall be liable and responsible for any increased cost or expenses as may be incurred resulting from its default, including, but not limited to, the increased cost of completion of the project, as well as damages resulting from delay thereto.

ARTICLE 9 PERFORMANCE, PAYMENT AND MAINTENANCE BOND

~~9.1 Developer shall procure and continuously maintain, at its sole expense and to the satisfaction of District, a Performance, Payment and Maintenance Surety Bond(s) issued by a company or companies which are licensed and authorized to do surety business in the State of California, guaranteeing that Developer will perform all of its obligations under this Agreement and will pay for all work, labor and material used, consumed and furnished to the job. Said~~

~~bond(s) shall be in an amount equal to the value of the cost of construction of the improvements and shall provide coverage for the improvements on account of Contractor's obligation to warrant, guarantee, repair and replace any and all defects in material or workmanship in said improvements for a period of one (1) year following completion and acceptance of improvements.~~

ARTICLE 10 INSURANCE

10.1 At all times during the term of this Agreement, Contractor shall obtain and continuously maintain a policy or policies of insurance as are required by law, including but not limited to, state minimum for workers' compensation, and comprehensive general liability insurance with coverage for property damage in the minimum policy limit of One Million Dollars (\$1,000,000) and coverage for bodily injury and/or death with policy limits of not less than One Million Dollars (\$1,000,000) per person and per occurrence. Said policy or policies shall also provide as available within the insurance industry, coverage or endorsements for reparations costs, products coverage and completed operations.

10.2 Said policy or policies shall be with reputable companies holding a "General Policy Holder's Rating" of A-, or better, with a size classification of no less than VII, as set forth in the most current issue of "Best's Insurance Guide". The District shall be named as an additional insured on all such policies and Contractor shall deliver to District copies of all policies of such insurance or certificates evidencing coverage. No such policy shall be canceled, cancelable nor subject to reduction of coverage, nor other modification or revision, except after thirty (30) days' prior written notice to District. Contractor shall, within thirty (30) days prior to expiration of such policies, furnish District with any and all renewals, certificates or evidence of extension of any and all such policies of insurance. In the event of failure of Contractor to do so, or in the event of lapse of coverage, by virtue of cancellation, termination or any other cause, District may procure and obtain the required insurance and charge the cost direct to Contractor, which amount shall be payable by Contractor to District upon demand. Contractor covenants and agrees that it shall not do nor permit any act, conduct or omission which would invalidate the insurance policies required to be maintained by Contractor pursuant hereto.

ARTICLE 11 WORKER'S COMPENSATION INSURANCE

11.1 Contractor shall procure and maintain during the continuance of the project and this Agreement a policy of worker's compensation or employer's liability insurance in the minimum amount required by the State of California for the protection of his employees, including executive, managerial and supervisory employees, engaged in work on said project, and on demand, shall deposit a certificate evidencing such policy with District.

11.2 Contractor hereby certifies that he is aware of the provisions of section 3700 of the *Labor Code* requiring every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that section. Contractor hereby certifies that he will comply with such provisions before commencement of work and throughout the period of performance of work pursuant hereto.

ARTICLE 12 INDEMNIFICATION

12.1 The CONTRACTOR shall assume the defense of, indemnify and hold the District and property of District, its officers, employees and agents, and each and every one of them from all suits, actions, damages, or claims of every type and description, including attorney's fees as may be incurred by District, to which they may be subjected or put by reason of or resulting from negligence or carelessness on the part of the CONTRACTOR, his employees, or agents in the execution of the work or delivery of materials and supplies, by or on account of any act or omission of the CONTRACTOR, his employees or agents, including damage or destruction of any property or properties arising from, caused by or connected with the performance of work by CONTRACTOR, his agents, subcontractors and employees, and any failure to fulfill the terms of any laws or regulations which apply to the contract; and the CONTRACTOR shall reimburse the District, its officers, agents and employees for causes of action which may be brought or served against the District, its officers, agents or employees.

ARTICLE 13 MEDIATION/ARBITRATION

13.1 Should any dispute arise concerning this agreement or any provision hereof, the parties agree to mediate in good faith the dispute before a neutral mediator located in either Placer or Nevada County, California to be mutually selected by the parties. There shall be a single mediator chosen from the list of authorized mediators maintained by the Superior Courts of Placer and Nevada Counties, California. The parties agree to equally pay any and all costs and expenses of mediation.

In the event that the parties are unsuccessful in resolving all or any portion of said dispute through mediation, such remaining dispute shall be settled by arbitration. Notice of Demand for Arbitration shall be given by one party to the other pursuant to the Notice provisions of Paragraph 14.G of this AGREEMENT. Arbitration shall be in accordance with Construction Industry Rules of the American Arbitration Association in effect at the time a demand for arbitration is made. There shall be a single arbitrator chosen from the list of authorized arbitrators maintained by the Superior Courts of Placer and Nevada Counties. Each party may reject one arbitrator, and if the parties fail to agree to the selection of an arbitrator from such list(s) within 10 days of the date of notice of demand for arbitration, then each party may appoint an arbitrator and those arbitrators shall agree to the selection of a neutral

arbitrator. Arbitration shall be conducted pursuant to *California Code of Civil Procedure* sections 1280, et seq.

Arbitration shall occur in Placer or Nevada County, California, and any action to compel arbitration or to enforce an arbitration award shall be commenced in the proper court of Placer County, California.

ARTICLE 14 NOTICES

14.1 Any notice required or permitted under this Agreement may be given by ordinary mail at the address set forth herein, but such address may be changed by written notice from one party to the other from time to time. Notice shall be considered received two (2) days after being deposited in the United States mail, postage prepaid.

ARTICLE 15 ATTORNEY'S FEES AND COSTS

15.1 Should any litigation be commenced between the parties hereto concerning any controversy, breach or provision of this Agreement, or the rights and obligations of the parties hereto, the project and/or on account of any award of arbitration, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees and costs incurred in connection therewith.

ARTICLE 16 SOLE AND ONLY AGREEMENT

16.1 This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed pursuant hereto, exists between the parties. This Agreement can be modified only by an agreement in writing signed by both parties.

ARTICLE 17 ASSIGNMENT

17.1 Neither party may assign this Agreement, or payments due hereunder without the prior written consent of the other party.

ARTICLE 18 GOVERNING LAW

18.1 This Agreement shall be construed in accordance with and governed by the laws

of the State of California.

ARTICLE 19 NOTICE

19.1 CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

ARTICLE 20 MISCELLANEOUS PROVISIONS

A. Project Representative. CONSULTANT shall designate a project representative who, at all times, shall represent CONSULTANT before the DISTRICT on all matters relating to this AGREEMENT. Such project representative shall continue in such capacity unless and until he is removed at the request of the DISTRICT, or replaced with the approval of the DISTRICT.

B. Contractual Relationship. CONSULTANT shall finance its own operations hereunder, shall operate as an independent consultant and not as the agent or employee of the DISTRICT, and nothing in this AGREEMENT shall be construed to be inconsistent with this relationship or status.

CONSULTANT, its officers, agents or employees, shall not incur any debt, liability or obligation for which the DISTRICT, its officers, agents or employees shall or may be held liable, and CONSULTANT shall keep the DISTRICT lands, premises, facilities and properties free and clear of all liens, claims, debts and liabilities arising out of or connected with any act or activity of CONSULTANT hereunder.

C. Legal Relations. CONSULTANT shall keep himself fully informed of and shall observe and comply with, and shall cause any and all persons, firms or corporations employed by him, or under him to observe and comply with, all state and national laws, county, municipal and District ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the project, or the materials used in the project, or which in any way effect the conduct of this project.

D. Modification of Agreement. This writing constitutes the entire agreement between the parties relative to the professional services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced in writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties, or promises, with respect to the subject matter of this contract except those contained in or referred to in this writing.

E. Release Upon Termination. If this AGREEMENT with CONSULTANT is terminated, and the work is completed by others, CONSULTANT shall be released from all responsibility for work performed by such others.

F. Severability. If any provision of this AGREEMENT is held to be unenforceable, the remainder of this AGREEMENT shall be severable and not affected thereby.

G. Binding Obligations. This AGREEMENT shall be binding upon the heirs, successors, executors, administrators, and assigns of the parties; however, no assignment or subcontract of the consultant's duties and responsibility shall be valid without the prior written consent of the DISTRICT.

DISTRICT:

DATED: _____

By: _____
Michael Geary, General Manager

By: _____
Kathryn Obayashi-Bartsch, Board Secretary

CONTRACTOR:

DATED: _____

By: _____
Authorized Officer

DATED: _____

By: _____
Authorized Officer