

*"Placerville, a Unique Historical Past Forging into a Golden Future"*

**City Manager's Report**

**March 24, 2015 City Council Meeting**

**Prepared by:** Steve Youel, Director of Community Services

**Item #:** 8.5



**Subject:** Adopt a resolution:

1. Approving a construction agreement with Gordon Mott Roofing in the amount of \$51,130.00 to remove and replace the roof on the Police Department building (CIP #41501); and
2. Authorizing the Director of Community Services to execute the same.

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**Discussion:** On January 27, 2015 City Council approved a resolution authorizing the Director of Community Services to coordinate emergency roof repairs at the Police Department (CIP #41501) and approved a total project budget in the amount of \$78,000. Roofing contractors were solicited to perform the work and the project went out to bid on February 5, 2015.

**Analysis:** Straight Line Roofing and Gordon Mott Roofing were the contractors that met bid specifications. Gordon Mott Roofing was the lowest responsible bidder at \$51,130.00 followed by Straight Line Roofing at \$52,000.00.

The scope of work associated with this recommendation consist of the following: 1.) Re-roof the sloped composition shingle roofs on the police station and the fire bay; 2.) Re-roof the low slope roof on the fire bay and the cricket area at the junction between the two sections; 3.) Remove all the old roofing, clean and inspect the roof sheeting for damage; 4.) Notify the City of damaged sheeting that may need to be replaced and receive authorization to repair; 5.) Install one layer of synthetic felt underlayment, Cool Roof approved 50 year dimensional composition shingles and matching dimensional ridge shingles on the sloped roofs that currently have composition shingles; 5.) Install a Class A fire rated, Cool Roof approved 60 mil PVC membrane roof system on the low slope roof of the fire bay and in the cricket area at the junction of the police station roof and fire bay wall; 6.) Replace all the flashings on the roof penetrations and replace the roof to wall flashings on the fire bay composition roof; 7.) Screw down and reuse the roof to wall flashings around the top of the police station. Paint all the flashings to blend with the new roofing; 8.) Install 28 low profile attic vents on the sloped roofs to provide proper attic ventilation; 9.) Install matching high-profile ridge trim to hips; 10.) Secure front of flashing with painted screws with rubber grommets; 11.) Seal all flashings and paint with corresponding roof color; 12.) Seal storm collars on chimney chase; 13.) Install three engineered safety stations for harness attachment; 14.) Perform final quality control inspection with City staff; 15.) Haul away all roofing debris and keep site clean each evening

**Cost:** The agreement with Gordon Mott Roofing (see attached) totals \$51,130.00.

**Budget Impact:** The City Council adopted the Fiscal Year 2014/2015 Capital Improvement Program Budget which appropriated \$10,000 for the Police Department Roof Repair project (CIP #41501). At its regularly scheduled meeting held on January 27, 2015, the City Council approved an additional \$68,000 budget appropriation for a total project budget in the amount of \$78,000. The lowest responsible bid amount of \$51,130.00 is well within the \$78,000 project budget.

**Recommendation:** Adopt a resolution:

1. Approving a construction agreement with Gordon Mott Roofing in the amount of \$51,130.00 to remove and replace the roof on the Police Department building(CIP #41501); and
2. Authorize the Director of Community Services to execute the same.

**Attachment A:** Service Contract

  
\_\_\_\_\_  
**M. Cleve Morris, City Manager**

  
\_\_\_\_\_  
**Steve Youel, Director of Community Services**

  
\_\_\_\_\_  
**Dave Warren, Director of Finance**

RESOLUTION NO \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PLACERVILLE, APPROVING A CONSTRUCTION AGREEMENT  
FOR REMOVAL AND REPLACEMENT OF THE POLICE  
DEPARTMENT ROOF (CIP #41501)**

**WHEREAS**, the Community Services Department desires to obtain construction services to remove and replace the roof on the City Police Department building located at 730 Main Street in Placerville California; and

**WHEREAS**, Gordon Mott Roofing Company, Inc. has submitted the lowest responsible bid that meets terms, requirements and conditions of the project; and

**WHEREAS**, the City has determined that the roof must be replaced to ensure the future structural integrity of the building.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Placerville hereby:

1. Approve a construction agreement with Gordon Mott Roofing Company, Inc. in the amount of \$51,130.00 to replace the Police Department roof (CIP #41501); and
2. Authorize the Director of Community Services to execute the same.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on March 24, 2015 by Councilmember \_\_\_\_\_ who moved its adoption. The motion was seconded by Councilmember \_\_\_\_\_. The motion was passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Mayor, Patricia Borelli

**Attest:**

\_\_\_\_\_  
Susan Zito, CMC, City Clerk



COMMUNITY SERVICES  
DEPARTMENT  
CITY OF PLACERVILLE  
**SERVICE CONTRACT**

549 Main Street, Placerville, CA 95667  
PHONE (530) 642-5250 FAX (530) 642-5228

SERVICE AGREEMENT

No: 14

**PROJECT: POLICE DEPARTMENT ROOF  
REPLACEMENT**

**PROJECT NO.#14**  
**REQUEST NO. 1**  
**DATE: March 18, 2015**

**SERVICE LOCATION:**

The Contractor will furnish all labor, equipment and materials for the Police Department roof replacement located at 730 Main Street, Placerville, CA

**SUBMIT ALL INVOICES TO:**  
CITY OF PLACERVILLE  
Community Services Department  
549 Main Street, Placerville, CA 95667

Attention: Steve Youel

<b>Contractor:</b>		<b>Public Work Departments</b>	<b>Acct. Code:</b>
Gordon Mott Roofing Company, Inc. 6601-A Merchandise Way Diamond Springs, CA 95619		Contact Person: Steve Youel	
Contact Person:	Gordon Mott	Telephone No 530/642-5234	
Telephone No.	(530) 622-1199	Fax No. 530/642-5236	
Mobile No.	(530) 306-8861		
Fax No.	(530) 622-1278		
Contractor Lic. No.	389168		
Business Lic. No.	10943		

Start Date	Terms	Completion Date	Insurance Limit	Contact Amount
3/25/15	30 Days	4/30/15	See Attached	Not to exceed \$51,130.00

**The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:**

1. Re-roofing project will consist of re-roofing the sloped composition shingle roofs on the police station and the fire bay. Re-roof the low slope roof on the fire bay and the cricket area at the junction between the two sections. Remove all the old roofing, clean and inspect the roof sheeting for damage. Notify building owner of damaged sheeting that may need to be replaced and receive authorization to repair. Install one layer of synthetic felt underlayment, Cool Roof approved 50 year dimensional composition shingles and matching dimensional ridge shingles on the sloped roofs that currently have composition shingles. The color to be selected by the owner (White will not be considered). Install a Class A fire rated, Cool Roof approved 60 mil PVC membrane roof system on the low slope roof of the fire bay and in the cricket area at the junction of the Police Station roof and fire bay wall. Supply a manufactures 20 year material warranty. Replace all the flashings on the roof penetrations and replace the roof to wall flashings on the fire bay composition roof. Screw down and reuse the roof to wall flashings around the top of the Police Station. Paint all the flashings to blend with the new roofing. Install 28 low profile attic vents on the sloped roofs to provide proper attic ventilation. Haul away all roofing debris and keep site clean each evening. Supply a 5 year workmanship warranty.
2. Install matching high-profile ridge trim to hips.
3. Secure front of flashing with painted screws with rubber grommets.
4. Seal all flashings and paint with corresponding roof color.
5. Seal storm collars on chimney chase.
6. Perform final quality control inspection with City staff.
7. Install three engineered safety stations for harness attachment.

**Terms and Conditions:**

- 1.) Gordon Mott Roofing Company, Inc. agrees to adhere to all conditions set herein and on attached Terms & Conditions.
- 2.) This contract is subject to compliance monitoring and enforcement by the DIR.

**Total Cost of Service Not to exceed \$51,130.00**

**ATTENTION: Total cost of service not to exceed the above amount without prior approval of the City.**

*The Contractor named hereon by the acceptance of this order agrees to the provisions of this Contract*

**CONTRACTOR:**

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

**CITY OF PLACERVILLE**

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

Steve Youel  
Director of Community Services

## TERMS AND CONDITIONS

1. Contractor shall hold harmless, defend and indemnify the City of Placerville and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Placerville.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of the City. This SB854 requires that bid invitations and contracts specify that a project is subject to compliance monitoring and enforcement by the DIR, that contractors and subcontractors must register in order to submit a bid and be awarded a contract. SB 854 also changes how requests for certified payrolls are treated and managed.
3. 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. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
6. All equipment, supplies and services sold to the City of Placerville shall conform to the general safety orders of the State of California.
7. 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.
8. All prevailing wages and fair employment practices will be adhered to.
9. **Insurance Requirements:**

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

The City of Placerville reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

### A. Workers' Compensation & Employers Liability

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against the City of Placerville.
- Required Evidence of Coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed Certificate of Insurance.

### B. General Liability

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specific minimum limits, the City of Placerville requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the City of Placerville. Contractor is responsible for any deductible or self-insured retention and shall fund it upon the City of Placerville's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the City of Placerville.
- Coverage shall be continued for one (1) year after completion of the work.

- The City of Placerville shall be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. The City of Placerville shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (“f” definition of insured contract in ISO form CG 00 01, or equivalent).
- The policy shall cover inter-insured suits and include a “Separation of Insured” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors’ Warranty or other similar language which eliminates or restricts insurance because of a subcontractor’s failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and no-contributory;
  3. Property completed Certificate of Insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage must apply to all owned, hired and non-owned vehicles.
- The City of Placerville shall qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of the endorsement or policy language indicating that the City of Placerville is an insured; and
  2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate:
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advanced by City of Placerville. Contractor is responsible for and deductible or self-insured retention and shall fund it upon City of Placerville’s written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City of Placerville.
- City of Placerville shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after the completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after the completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII

G. Documentation

- The Certificate of Insurance must include the following reference: **Contract Number or Project Name**
- The name and address for Additional Insured endorsements and Certificates of Insurance is: **City of Placerville, 3101 Center Street, Placerville, CA 95667.**
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.