

## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: GEOFF ENGLISH, PUBLIC WORKS DIRECTOR**

**SUBJECT: CONSIDERATION OF APPROVAL OF AN AGREEMENT FOR CONTRACTOR SERVICES AND AN APPROPRIATION OF \$25,000 IN GENERAL FUND RESERVES FOR ROOF REPAIRS TO THE COUNCIL CHAMBERS BUILDING**

**DATE: JANUARY 10, 2017**

### **RECOMMENDATION:**

It is recommended the City Council:

1. Approve an Agreement for Contractor Services for the Council Chamber Roof Repair Project to Quaglino Roofing in the amount of \$20,420;
2. Authorize the Interim City Manager to approve change orders for 10% of the amount, \$2,042, for unanticipated costs during the construction phase of the project (total construction costs = \$20,420 + \$2,042= 22,462);
3. Appropriate \$25,000 from the General Fund Reserves to cover all project costs; and
4. Authorize the Mayor to execute the Agreement for Contractor Services.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The \$25,000 appropriation will cover all related expenses for the Council Chambers Roof Repair project. The use of General Fund reserves is proposed due to the current condition of the roof and the urgent nature of the project. The unreserved fund balance of approximately \$6.5 million can support this request for one-time funding. Maintenance of City infrastructure has been identified as a Council goal.

### **BACKGROUND:**

The Council Chambers roof has previously been identified as a priority Capital Improvement project; however, the project was not funded in the Fiscal Year 2014-2016 Biennial Budget. At the City Council meeting on January 12, 2016, during a report on the condition of the City's buildings, a list of prioritized future building related infrastructure projects was presented (Attachment No. 1). The re-roofing of the Council

## **CITY COUNCIL**

### **CONSIDERATION OF APPROVAL OF AN AGREEMENT FOR CONTRACTOR SERVICES AND AN APPROPRIATION OF \$25,000 IN GENERAL FUND RESERVES FOR ROOF REPAIRS TO THE COUNCIL CHAMBERS BUILDING**

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Chambers was listed as the top priority for future building repair projects. The cost for the roof replacement of approximately \$25,000 is less than the original cost estimate by staff of \$40,000 in 2016.

On August 9, 2016 the City Council awarded the City Council Chambers Accessibility and Audio, Video and Sound System project to Quincon Incorporated and work is currently nearing completion within the authorized budget constraints. During recent rain events, significant leaks were discovered in the roof of the Council Chambers that require remedies beyond the simple patching and temporary tarping that have been completed by City crews.

#### **ANALYSIS OF ISSUES:**

The Council Chambers roof was previously identified as the highest repair project for all City owned buildings and would have been a priority request recommended for funding by the Council as part of the adoption of the City's next Fiscal Year budget. Recent rainfall has exposed several leaks in the roof of the Council Chamber building that cannot be addressed by the minor repair funding in the operating budget. Additionally, the recent Audio, Video and Sound System project included a substantial investment of technologies and equipment in the building that could potentially be damaged by water leaking into the building.

As a result, quotations were secured from local roofing companies to remove and replace the existing roofing materials over the Chambers portion of the building only as the roofing material over the rear patio appeared to be in good condition. As a result of this initial evaluation and an interest in minimizing costs for this unbudgeted project, staff solicited quotations from local roofing companies for the portion of the roof over the Chambers only. Three quotations were secured for the necessary roof repair work and Quaglino Roofing from San Luis Obispo submitted the lowest responsible quotation of \$13,460. (Attachment No. 2)

During a follow-up roof inspection with a representative of Quaglino's Roofing, potential concerns about the section of the roof over the rear patio were discovered. If leaks develop in the patio cover roofing section, there is the potential that the water may travel under the roof and penetrate the Council Chambers section of the building. Subsequently, staff requested that Quaglino's Roofing submit a supplemental quotation to remove and replace the roof over the patio area behind the Council Chambers. The supplemental quotation for the additional work is \$6,960. It is recommended that an agreement for contractor services be approved with Quaglino's Roofing in the amount of \$20,420 to remove and replace both roofing sections.

The roof replacement project, if approved, will be scheduled as soon as a window of dry weather is forecast.

**CITY COUNCIL  
CONSIDERATION OF APPROVAL OF AN AGREEMENT FOR CONTRACTOR  
SERVICES AND AN APPROPRIATION OF \$25,000 IN GENERAL FUND RESERVES  
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**ALTERNATIVES:**

The following alternatives are provided for the Council's consideration:

1. Approve an Agreement for Contractor Services with Quaglino's Roofing for both sections of the Council Chambers Roof replacement project and appropriate \$25,000 from the General Fund reserves to cover the project expenses; or
2. Approve an Agreement for Contractor Services with Quaglino's Roofing for only the Chambers portion of the roof and appropriate \$18,000 from the General Fund reserves to cover the project expenses; or
3. Do not approve the Agreement for the project; or
4. Provide direction to staff.

**ADVANTAGES:**

Maintenance of City infrastructure was identified as a Council goal. Replacement of the Council Chambers roof will help protect the building and equipment in the building from water damage.

**DISADVANTAGES:**

General Fund reserves allocated to this project could be used for other projects or initiatives that may be considered to have a higher priority.

**ENVIRONMENTAL REVIEW:**

The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15301(b) for the repair of existing facilities.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

**ATTACHMENTS:**

1. List of prioritized building projects
2. Quotation Evaluation Summary

## **AGREEMENT FOR CONTRACTOR SERVICES**

THIS AGREEMENT, is made and effective as of January 10, 2017, between **QUAGLINO ROOFING** ("Contractor"), and the **CITY OF ARROYO GRANDE**, a Municipal Corporation ("City"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on January 12, 2017 and shall remain and continue in effect until February 10, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Contractor shall perform the tasks described and comply with all terms and provisions set forth in Exhibit "A", attached hereto and incorporated herein by this reference.

3. **PERFORMANCE**

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

City's Public Works Supervisor, Ron Simpson, shall represent City in all matters pertaining to the administration of this Agreement. Stephen Quaglino shall represent Contractor in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The City agrees to pay the Contractor in accordance with the payment rates and terms set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Contractor's business; or
- (c) Assignment of this Agreement by Contractor without the consent of City.
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONTRACTOR**

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Contractor shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Contractor under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's

performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

#### 10. **OWNERSHIP OF DOCUMENTS**

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and

all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subContractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subContractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

## 12. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the



City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Arroyo Grande  
Ron Simpson, Public Works Supervisor  
300 E. Branch Street  
Arroyo Grande, CA 93420

To Contractor: Quaglino Roofing  
Stephen Quaglino  
815 Fiero Lane  
San Luis Obispo, CA 93401

18. **ASSIGNMENT**

The Contractor shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. **GOVERNING LAW**

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Contractor agree that time is of the essence in this Agreement.

22. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Contractor is bound by the contents of the City's Request for Proposal, Exhibit "D", attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "B", attached hereto and incorporated herein by this reference. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

**CITY OF ARROYO GRANDE**

**CONTRACTOR**

By: \_\_\_\_\_  
Jim Hill, Mayor

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

Attest:

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Kelly Wetmore, City Clerk

Approved As To Form:

\_\_\_\_\_  
Heather Whitham, City Attorney

## EXHIBIT A

### SCOPE OF WORK

The Contractor will perform all prep work, installation and clean up. The Contractor will provide all labor, materials, and equipment to complete the project per specifications.

#### Scope of work

1. Remove approximately 1,400 square foot of existing Built up roofing (3 layers of ethylene propylene diene monomer (EPDM) over 2 built up roofs from entire flat roof area. Clean and haul-away all debris. (The roof area to be removed and replaced is shown on the attached exhibit.)
2. Replace wood dry rot. Note: The wood repair is to be estimated after the existing roofing material is removed. A City of Arroyo Grande Public Works representative will be present during the visual evaluation of the wood material. All wood repair and replacement will be paid on a time and materials (T&M) basis using the hourly rate proposed in the Quotation sheet.
3. Install 1/4" secure rock to entire roof area. Install 2"x 4" inch clad metal to entire perimeter of roof.
4. Install 60 mill Thermoplastic Polyolefin (TPO), Versico or equivalent, single-ply membrane to approximately 1,400 sf of roof area. The TPO is to be mechanically attached using 2 & 1/2 inch barbed plates, 12" OC with vinyl coated HPX Versico or equivalent screws. All seams are to be "Hot-air welded all according to manufacturer's specifications.  
**(The contractor is responsible to measure the roof in advanced and is responsible for all measurements)**
5. Install all new pipe boots and T-tops. Install new pre-fabricated TPO drains.
6. Clean and haul away all roofing debris.
7. Provide a no-cost one-year warranty for all work provided.

**EXHIBIT B  
PAYMENT SCHEDULE**

**QUOTATION FORM, BIDDER INFORMATION AND BUSINESS LICENSE  
VERICIATION**

(Complete and submit by the bid due date)

Pursuant to and in compliance with the *Request for Quotation and Specifications* related to the project: **Council Chambers Re-roof**

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the total Base Quote sum of:

Bid Item Description	Total Bid Amount*
Council Chambers Re-roof (See specification)	\$13,440.00
Hourly Rate Per Roofer for wood replacement calculation	\$78.00 per hour

\*- Total bid amount to be used to determine the low-bidder

The City of Arroyo Grande will verify the successful contractors City Business License before awarding the project. Failure of Contractor to be properly licensed upon submission of a quotation may cause the quote to be rejected.

Business Name: James A. Quaglino, Inc. dba Quaglino Roofing  
Mailing Address: 315 Fiero Lane  
San Luis Obispo, CA 93401  
Phone Number: (805) 543-0560  
Fax Number: (805) 543-0679  
Email: stephen@quaglino.com  
Arroyo Grande Business License Number: BL13-06100  
Contractors License Number: 254025  
Signature of Bidder: Stephen Quaglino Date: 12/13/2016

Return to: City of Arroyo Grande  
Ron Simpson  
1375 Ash Street  
Arroyo Grande CA 93420

For additional information, please call 473-5488. Fax: (805) 473-5462

**QUOTES DUE BY 2:00 PM ON Thursday, December 8<sup>th</sup>, 2016**

Notes:  
① Price based on no work on mechanical equipment  
② Price based on existing roofing containing no asbestos



Contractors License #254025

January 3, 2017

City of Arroyo Grande  
Attn: Ron Simpson  
Cc: Geoff English  
1375 Ash Street  
Arroyo Grande, CA 93420

Phone: (805) 473-5488  
Email: rsimpson@arroyogrande.org  
Email: genglish@arroyogrande.org

**PROJECT:** Council Chambers Re-Roof  
215 E Branch Street, Arroyo Grande  
**James A. Quaglino, Inc. State of California Public Works Registration Number:** 1000008664

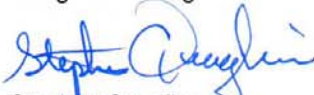
Regarding additional re-roofing at 215 E Branch, see diagram. Back shed roof

**SCOPE OF WORK:**  
As detailed in bid document dated November 29, 2016

**QUOTATION:**  
FOR THE SUM OF ..... \$ 6,960.00

**NOTE:** Work to be completed at same time as front roof

If you have any questions, please call me at (805) 543-0560.

Quaglino Roofing  
  
Stephen Quaglino  
SQ/ab

## EXHIBIT C

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.*

*Contractor shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of

Contractor, subContractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all Contractors, and subContractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Contractors and subContractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Contractor or subcontractor.



6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subContractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Contractor agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to City for review.

11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Contractor, subContractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

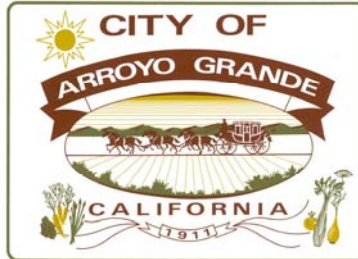
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

CITY'S REQUEST FOR PROPOSAL



**CITY OF ARROYO GRANDE**

DEPARTMENT OF PUBLIC WORKS

1375 Ash Street, Arroyo Grande CA 93420

Telephone: (805) 473-5460 \* Fax: (805) 473-5462

**NOTICE TO BIDDERS**

**REQUEST FOR QUOTATIONS**

**DATE:** *Tuesday, November 29, 2016*

**SUBJECT:** **Council Chambers Re-roof**

The City of Arroyo Grande is requesting quotes to remove and replace the roofing material on the Council Chambers, 215 East Branch Street, Arroyo Grande.

**TIME AND PLACE FOR SUBMISSION**

**QUOTES DUE BY 2:00 PM ON Thursday, December 8<sup>th</sup>, 2016**

**City of Arroyo Grande**  
1375 Ash Street  
Arroyo Grande CA 93420

**Attn: Ron Simpson**  
Phone: (805) 473-5470  
Fax: (805) 473-5462

- **CONTRACTOR MUST POSSESS A VALID CALIFORNIA STATE BOARD CONTRACTOR'S LICENSE PRIOR TO AWARD.**
- **CONTRACTOR MUST POSSESS A VALID CITY OF ARROYO GRANDE BUSINESS LICENSE PRIOR TO AWARD.**
- **ALL QUOTATIONS MUST BE SUBMITTED ON THE ATTACHED QUOTATION FORM. FAXED QUOTES WILL BE ACCEPTED.**

- **THIS IS A PREVAILING WAGE PROJECT.**
- **CONTRACTORS ARE RESPONSIBLE TO SET A MANDATORY SITE VISIT WITH A CITY STAFF REPRESENTATIVE PRIOR TO SUBMITTING A QUOTATION FORM. CALL RON AT 805-473-5488 TO SCHEDULE.**

If you have any questions regarding this project, please contact me at (805) 473-5488

Ron Simpson,  
Public Works Supervisor  
City of Arroyo Grande

## CITY OF ARROYO GRANDE

### QUOTATION FORM

DUE DATE: **QUOTES DUE BY 2:00 PM ON Thursday, December 8<sup>th</sup>, 2016**

PROJECT: **Council Chambers Re-roof**

#### **QUOTE:**

Pursuant to and in compliance with the *Request for Quotation and Specifications* related to the project; It is understood and agreed that:

1. The undersigned has carefully examined all the Bid Documents, including the Quotation Form and Project Specifications.

2. The undersigned has, by investigation at the site of the Work and otherwise, satisfied itself as to the nature and location of the Work and has fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof.

3. The undersigned fully understands the Project Specifications and has checked carefully all words and figures inserted in its Quotation and further understands that the City will in no way be responsible for any errors or omissions in the preparations of the Quotation.

4. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors. The undersigned hereby certifies that they possess at the time of bid, the appropriate License from the State of California for the work described herein. The undersigned further agrees that they will maintain current throughout the term of this contract this State of California License.

5. In conformance with the current statutory requirements of Section 1860 et. seq. of the Labor Code of the State of California, the undersigned confirms the following as his or her certification: ("I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this Contract." )

**QUOTATION FORM, BIDDER INFORMATION AND BUSINESS LICENSE  
VERIFICATION**

(Complete and submit by the bid due date)

Pursuant to and in compliance with the *Request for Quotation and Specifications* related to the project: **Council Chambers Re-roof**

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the total Base Quote sum of:

Bid Item Description	Total Bid Amount*
Council Chambers Re-roof (See specification)	
Hourly Rate Per Roofer for wood replacement calculation	

\*- Total bid amount to be used to determine the low-bidder

The City of Arroyo Grande will verify the successful contractors City Business License before awarding the project. Failure of Contractor to be properly licensed upon submission of a quotation may cause the quote to be rejected.

Business Name: \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Arroyo Grande Business License Number:** \_\_\_\_\_

Contractors License Number: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Return to: City of Arroyo Grande  
1375 Ash Street  
Arroyo Grande CA 93420

*For additional information, please call 473-5488. Fax: (805) 473-5462*

**QUOTES DUE BY 2:00 PM ON Thursday, December 8<sup>th</sup>, 2016**



# PROJECT DESCRIPTION AND SPECIFICATIONS

## Council Chambers Re-roof

### GENERAL CONDITIONS

1. The Contractor is required to fully perform the work as specified below, including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services.

### PROJECT DESCRIPTION AND SCOPE OF WORK

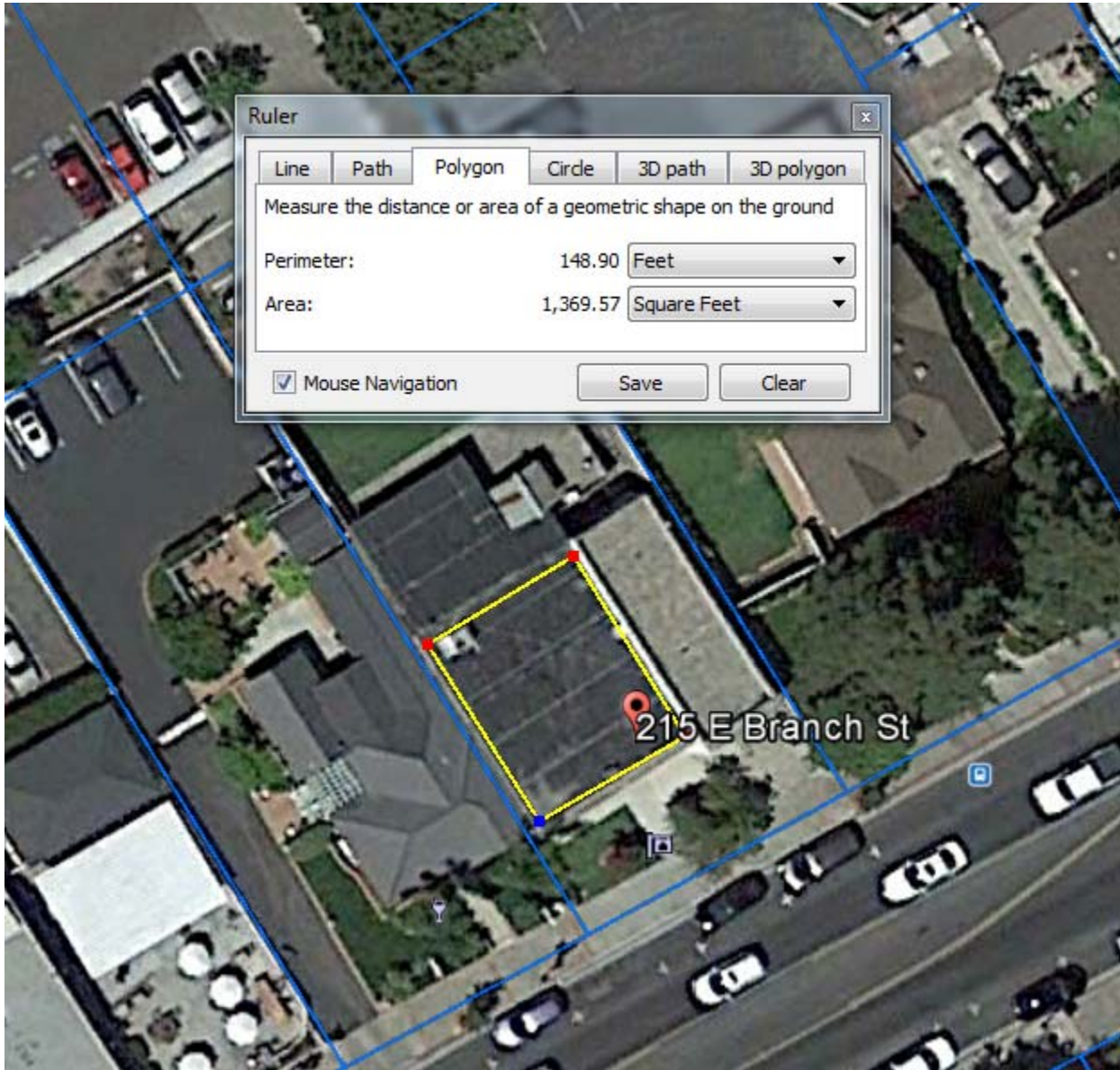
The Contractor will perform all prep work, installation and clean up. The Contractor will provide all labor, materials, and equipment to complete the project per specifications.

#### Scope of work

8. Remove approximately 1,400 square foot of existing Built up roofing (3 layers of ethylene propylene diene monomer (EPDM) over 2 built up roofs from entire flat roof area. Clean and haul-away all debris. (The roof area to be removed and replaced is shown on the attached exhibit.)
9. Replace wood dry rot. Note: The wood repair is to be estimated after the existing roofing material is removed. A City of Arroyo Grande Public Works representative will be present during the visual evaluation of the wood material. All wood repair and replacement will be paid on a time and materials (T&M) basis using the hourly rate proposed in the Quotation sheet.
10. Install 1/4" secure rock to entire roof area. Install 2"x 4" inch clad metal to entire perimeter of roof.
11. Install 60 mill Thermoplastic Polyolefin (TPO), Versico or equivalent, single-ply membrane to approximately 1,400 sf of roof area. The TPO is to be mechanically attached using 2 & 1/2 inch barbed plates, 12" OC with vinyl coated HPX Versico or equivalent screws. All seams are to be "Hot-air welded all according to manufacturer's specifications.  
**(The contractor is responsible to measure the roof in advanced and is responsible for all measurements)**
12. Install all new pipe boots and T-tops. Install new pre-fabricated TPO drains.
13. Clean and haul away all roofing debris.
14. Provide a no-cost one-year warranty for all work provided.

PROJECT: Council Chambers Re-roof

Re-roof area of approximately 1,400 sf. is outlined in yellow below.



CITY OF ARROYO GRANDE  
GOVERNMENT BUILDING REPAIR AND  
REPLACEMENT SCHEDULE

<b>PRIORITY</b>	<b>LOCATION</b>	<b>ITEM</b>	<b>COST</b>	<b>FY</b>
1	Council Chambers	Roofing material replacement	\$ 40,000.00	
2	Council Chambers	Plumbing retrofit	\$ 15,000.00	
3	City Hall	Roofing material replacement	\$ 65,000.00	
4	City Hall	Rain gutter replacement	\$ 15,000.00	
5	City Hall	IT wall insullation project	\$ 15,000.00	
6	Corporation Yard	Roofing material replacement	\$ 46,000.00	
7	Ash Street Restroom	Roofing material replacement	\$ 25,000.00	
8	Old City Hall	Electrical system upgrade	\$ 15,000.00	
9	Old City Hall	HVAC Unit replacement	\$ 9,000.00	
10	Women's Club Building	Exterior painting	\$ 30,000.00	
11	Women's Club Building	Rain gutter replacement	\$ 15,000.00	
12	Women's Club Building	Interior lighting upgrade	\$ 40,000.00	
13	Women's Club Building	Flooring replacement	\$ 40,000.00	
14	City Hall	Interior painting	\$ 30,000.00	
15	Old City Hall	Roofing material replacement	\$ 23,000.00	
16	Stother Park	Restroom painting	\$ 6,000.00	
17	Soto Complex Jaycee Building	Roofing material replacement	\$ 20,000.00	
18	Stother Park	Roofing material replacement	\$ 25,000.00	
19	City Hall	Flooring replacement	\$ 35,000.00	
20	Rancho Grande Park	Restroom painting	\$ 3,000.00	
21	Rancho Grande Park	Roofing material replacement	\$ 15,000.00	
			\$ -	

**\$ 527,000.00**

### CITY OF ARROYO GRANDE QUOTATION EVALUATION SUMMARY

DATE PREPARED: 12/19/2016

DEPARTMENT: Public Works

PREPARED BY: Glenda Boner				SUPPLIER'S NAME		SUPPLIER'S NAME		SUPPLIER'S NAME	
<input checked="" type="checkbox"/> WRITTEN QUOTATIONS		VENDOR:		Quaglino Roofing		American Roofing		Coast Roofing	
<input type="checkbox"/> VERBAL/TELEPHONE QUOTATIONS		TELEPHONE:		543-0560		481-8530		773-1422	
		QUOTED BY:		Stephen		Frank Hastings			
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Council Chambers Re-Roof		1		\$13,460.00		\$15,850.00		\$16,200.00
<b>TOTAL QUOTATION</b>					<b>\$13,460.00</b>		<b>\$15,850.00</b>		<b>\$16,200.00</b>
<b>CASH DISCOUNT TERMS</b>									
<b>F.O.B.</b>									
<b>DELIVERY TIME FROM RECEIPT OF ORDER</b>									