

**SAN RAMON VALLEY FIRE PROTECTION DISTRICT  
Board of Directors Special Board Meeting**

**Members of the San Ramon Valley Fire Protection District Board of Directors who cannot attend this meeting in person will participate in the regular board meeting through teleconferencing pursuant to Government Code Section 54953**

**Friday, July 13, 2018 at 10:00 a.m.**

*Matthew Stamey ~ Board President  
H. Jay Kerr, Board Vice-President ~ Chris Campbell, Director  
Don Parker, Director ~ Dominique Yancey, Director*

**~MISSION STATEMENT~**

*In the spirit of our tradition, we strive for excellence, respectfully serving all with pride, honor and compassion.*

**Meeting location: S.R.V.F.P.D. Administrative Offices - Boardroom  
1500 Bollinger Canyon Road, San Ramon, CA 94583**

**AGENDA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. DETERMINATION OF QUORUM AND CONFIRMATION OF AGENDA**
- 4. PUBLIC COMMENT**

Any person may address the District Board on any subject pertaining to District business, which is not listed on the agenda. This comment is provided by the Ralph M. Brown Open Meeting Act (Government Code § 54950 *et seq.*) and may be limited to three (3) minutes for any person addressing the Board. Please complete a "Request to Speak" form and submit it to the District Clerk.

**5. NEW BUSINESS**

- 5.1 Consideration of approval of contract with Garland/DBS, Inc., for replacement of roof at Station 31 in the amount not to exceed \$450,000 and to allocate an additional \$140,000 of CIP funds for the project.

**6. ADJOURNMENT TO THE NEXT REGULAR BOARD MEETING SCHEDULED FOR WEDNESDAY AUGUST 22, 2018 AT 1:00 P.M.**

Prepared by:



Susan F. Brooks, District Clerk

Agenda posted on July 9, 2018 at the District's Administration Building, Fire Stations 30, 31, 32, 33, 34, 35, 36, 38, 39 and the San Ramon Valley Fire Protection Districts website at [www.firedepartment.org](http://www.firedepartment.org).

The San Ramon Valley Fire Protection District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend and/or participate in District board meetings due to a disability, including but not limited to American Sign Language interpreters, assistive listening devices, transportation to and from the meeting site or other accommodations, may be requested by calling (925) 838-6661 no later than 72 hours in advance of the scheduled meeting time. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at 1500 Bollinger Canyon Road, San Ramon, California or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the District Clerk at (925) 838-6661.



## San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: July 13, 2018

To: Board of Directors

From: Frank Drayton, Deputy Chief-Logistics

Subject: Approval of Contract with Garland/DBS, Inc. for Station 31 Roof Replacement in an Amount Not to Exceed \$450,000

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### **Background:**

Station 31 on San Ramon Valley Blvd. in Danville houses both a fire station and the San Ramon Valley 911 Communications Center. The building has experienced significant, and costly, ongoing maintenance problems with the roof for a number of years; and is currently in need of additional work to deal with water leaks experienced last rainy season. After extensive evaluation, it has been determined that the best and least costly long-term solution would be to completely remove and replace the entire roof. This would be in lieu of another “fix” that could potentially cost several hundred thousand dollars, but fail to address the underlying causes of the leaks.

Through our association with Platinum Roofing, a local contractor we’ve used on other District facilities, we have identified a reputable and reliable contractor, Garland/DBS, Inc., for the Station 31 roof project. Garland has submitted a proposal to replace the roof at Station 31 for an amount not to exceed \$448,632. The pricing was established pursuant to a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. The District is a member of the U.S. Communities purchasing consortium and has used this method of purchasing in order to obtain best pricing and reduce the administrative time and cost associated with the public procurement process. Platinum Roofing would be the local subcontractor to Garland/DBS actually performing the onsite work.

The recently approved Capital Improvement Plan (CIP) contained a budget of \$310,000 for the Station 31 roof project, so additional CIP funds would need to be allocated for the enhanced scope of work.

### **Recommended Board Action:**

Staff recommends the Board authorize the Fire Chief to execute the attached contract with Garland/DBS, Inc., for replacement of the roof at Station 31 in an amount not to exceed \$450,000; and to allocate an additional \$140,000 of CIP funds for the project.

**CONTRACT FOR  
JOB # 25-CA-180714**

BETWEEN SAN RAMON VALLEY FIRE PROTECTION DISTRICT AND  
GARLAND/DBS, INC. FOR THE FIRE STATION #31 ROOFING PROJECT.

- 1.) This CONTRACT is made at **Cuyahoga County** as of June 28, 2018, (“Effective Date”), by and between the **San Ramon Valley Fire Protection District** located at **800 San Ramon Valley Blvd, Danville, CA 94526** (hereinafter designated the “CUSTOMER”), and **Garland/DBS, Inc.**, located at **3800 East 91<sup>st</sup> Street Cleveland, OH 44105** (hereinafter designated the “CONTRACTOR”).
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Two Ply Roofing Project** located at **800 San Ramon Valley Blvd, Danville, CA 94526**, as well as all work incidental and pertinent thereto, (hereinafter designated the “Project”) all in accordance with the original proposal # **25-CA-180714** dated **6/28/2018** submitted by the CONTRACTOR (hereinafter together designated the “Specifications”), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **200** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$448,632.00**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR’s receipt of the

Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of \_\_\_\_\_, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$448,632.00** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name **San Ramon Valley Fire Protection District** as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a

proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.

- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.

- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Contra Costa County, California**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

**GARLAND/DBS, INC.**

1. \_\_\_\_\_

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

2. \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Tax ID. No. \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

**SAN RAMON VALLEY FIRE  
PROTECTION DISTRICT**

1. \_\_\_\_\_

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

2. \_\_\_\_\_

Date: \_\_\_\_\_

And

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

Date: \_\_\_\_\_



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**Fire Station #31**  
**San Ramon Valley Fire Protection District**  
**800 San Ramon Valley Blvd**  
**Danville, CA 94526**

### **Exhibit A**

**Date Submitted: 06/28/2018**  
**Proposal #: 25-CA-180714**  
**MICPA # 14-5903**  
**California General Contractor License #: 949380**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

### **Scope of Work: Cold Apply Two Ply System**

1. Carefully remove existing coping cap metal along the parapet wall and dispose of.
2. Carefully remove existing counter flashing and dispose of.
3. Remove all roof penetration jacks and properly dispose of.
4. Remove existing roof system down to the substrate and properly dispose of at an approved landfill.
5. Inspect wood decking for any delaminated or dry rot of any plywood sheets, if any dry rot is found it will be notify to property management and charge as a change order basis.
6. Install up to 2" of POLY-ISO insulation over entire flat roof. Install Poly-Iso per manufacturers specifications and recommendations.
7. Install ¼ Dens deck over entire flat roof. Install Dens deck per manufacturer's recommendations and specifications.
8. Over coverboard Install one layer of Stress Base 80 and Stress Ply Plus Cap (white) with cold apply Asphalt. Install in a shingle fashion from low to high point of roof to promote positive drainage.

9. Install stress Base 80 sheet and Stress Ply plus cap sheet with cold apply to all flashings.
10. Apply Pyramic Base Coat over new installed Cap sheet. Apply 1.5Gal. per 100SF.
11. Apply Pyramic Top Coat at the rate of 1.5Gal per 100SF.
12. Install all new Coping Cap metal over perimeter parapet wall.
13. Remove all debris from roof and ground daily.
13. 30 Year No Dollar Limit and Materials Warranty.

**Scope of Work: HVAC Systems Inclusions**

1. Provide and Install new roof top ductwork.
2. Provide and Install new roof top ductwork stations.
3. Connections/transitions to existing roof penetrations.
4. Connections/transitions to existing roof top units.
5. New flex connections at the existing units, units Layout and installation drawings.
6. One-year warranty for equipment provided by ASI

**Proposal Price Based Upon Market Experience: \$ 427,331**

**Proposal Price Based Upon Market Experience: NO ODOR \$ 448,632**

**Unforeseen Site Conditions:**

Plywood Substrate Replacement \$ 143 per Sheet

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2018.

**Clarifications/Exclusions:**

1. Sales and use taxes are included. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Masonry work is excluded.
5. Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Steve Rojek*

Steve Rojek

Garland/DBS, Inc.  
(216) 430-3613