Subject: Award of Contract to State Roofing Systems for Roofing on Portion of 25 County Center Drive

Department: General Services  
Meeting Date Requested: August 8, 2017

Contact: Grant Hunsicker  
Phone: 530-552-3471

Regular Agenda  
Consent Agenda  

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background information as necessary).

The North roof of 25 County Center Drive was replaced approximately 5 years ago and now, the South and East roofs have failed and require reconstruction. Subsequent to the design phase, the County published an Invitation for Bids (IFB) 88-17 on the County website, in local newspapers and through the contractors exchange. Three bids were received ranging from a low of $694,089 to a high of $846,000. Staff recommends that the Board approve the design, which can be inspected in the General Services office and which includes provision for improved fall protection, and award the $694,089 contract to State Roofing, Inc. from San Leandro. Funding is included in the budget.

Fiscal Impact:
Funding is included in the budget.

Personnel Impact:
None.

Action Requested:
1. Award the contract and authorize the Chair to sign; and
2. Approve the plans and specifications; and
3. Appoint the General Services Director as the officer of the project.

Administrative Office Review: Meegan Jessee, Deputy Chief Administrative Officer
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THIS CONTRACT, entered into this 8th day of August, 2017 by and between the County of Butte, a political subdivision of the State of California, by the Board of Supervisors thereof, hereinafter called the “County”, and State Roofing Systems, Inc. of San Leandro, California hereinafter called the “Contractor”.

WITNESSETH:

In consideration of the mutual promises herein contained, both parties, in relation to a certain public improvement (hereinafter called the “Work”) designated and described in certain specifications, prepared by Butte County General Services, and approved by said Board of Supervisors on the 8th day of August, 2017 and entitled

IFB 88-17
CC25 ROOF REPLACEMENT AND CROSSOVER BRIDGE INSTALLATION PROJECT
25 County Center Drive, Oroville, CA 95965

on behalf of themselves, their heirs, executors, administrators, successors and assigns, do hereby covenant and agree as follows:

ARTICLE 1. The Contractor agrees at its own cost and expense to do all the Work as herein described and under the conditions expressed in any material and labor or faithful performance bond executed thereof, and to furnish all materials necessary to complete such Work in a good and substantial manner to the satisfaction of the County.

ARTICLE 2. The Contractor agrees, as full compensation for doing all the said Work and for furnishing all materials and all necessary tools, machinery, implements, apparatus and other means of performance and completion of said Work, and also as compensation for all loss or damage arising out of the nature of the Work, and from action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said Work and before acceptance thereof as compensation for all expenses incurred by or in consequence of the suspension or discontinuance of the Work, to receive and accept, and the County agrees to pay therefor, the following compensation, to wit:

Six Hundred Ninety-Four Thousand, Eighty-Nine Dollars and no cents ($694,089.00).

ARTICLE 3. The specifications, drawings, addenda, notice to contractors, insurance requirements, guarantee, certificates of insurance, advertisements for bids, bid, instructions to bidders, general conditions, supplementary general conditions, general requirements, notice to proceed, certificate of counsel, bid bond, performance bond, labor and material bond are all to be considered a part herein and made a part hereof, and should there be any conflict between the terms of this instrument and any of said documents, including the bid of the Contractor, this instrument shall control, and nothing herein shall be considered as a acceptance of any terms contained in said bid conflicting herewith. Insurance shall be maintained in compliance with insurance requirements for a period of one year after final acceptance by the County.

ARTICLE 4. The General Services Director, through the County’s Facilities Services, shall have complete charge of the general supervision and direction of the entire operation. It shall have the right to accept or reject any materials or workmanship to determine when the Contractor has complied with the conditions of the Contract.
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ARTICLE 5. The County does employ the Contractor to provide the materials and to do said Work for the compensation aforesaid, and agrees to pay the Contractor in the following manner:

The General Services Administration, once in each month during the progress of the Work and immediately after the completion of the Contract, shall make an estimate in writing of the value of all Work done to the date of said estimate, basing said estimate on the total cost as noted above. The County shall retain five percent (5%) of said estimated value, and from the balance shall be deducted the amount of all previous payments to the Contractor, and any other amount which the County may be lawfully entitled to retain, and thereupon the amount remaining after said deductions, will be paid to the Contractor upon the warrant of the County Auditor, in the manner provided by law for the allowance of claims against the County. The said progress estimates shall not be conclusive upon the County that the Work covered thereby has been done according to the Contract, but the final acceptance of said Work shall be by the County. After the expiration of thirty-five (35) days after the final acceptance of said Work, the Contractor shall be paid the balance due under the Contract, after deducting any amounts which the County may be lawfully entitled to retain which have not previously been deducted. Recording of "Notice of Completion" by the Board of Supervisors shall constitute final acceptance of this Work.

ARTICLE 6. The Contractor shall perform and execute all the Work described in the said Contract documents in accordance with and subject to all of the requirements, covenants, stipulations and restrictions herein contained as follows:

A. Time of final completion. All Contract Work, including cleanup, shall be completed within Ninety (90) Calendar days after receipt of Notice to Proceed.

B. Liquidated damages. It is agreed by the parties to the Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of working days as set forth in these special provisions, damage will be sustained by the County of Butte, and that it is and will be difficult and impossible to ascertain and determine that actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that Contractor shall pay to the County the sum of one hundred dollars ($100) per day for each and every working day's delay in finishing the Work in excess of the number of working days prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that County may deduct the amount thereof from any money due or that may become due Contractor under this Contract or any other Contract between the County and the Contractor.

The Contractor shall not be assessed with liquidated damages or the cost of engineering and inspection during any delay in the completion of the Work caused by acts of God or of the public enemy, acts of the County, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather due to such causes, provided that the Contractor shall, within ten (10) days from the beginning of any such delay, notify General Services Administration in writing of the cause of delay, who shall ascertain the facts and the extent of delay, and the County’s findings of the facts thereon shall be final and conclusive.

Neither the Contract nor any moneys due or to become due under the Contract,
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may be assigned by the Contractor without the prior consent and approval of the Board of Supervisors, nor in any event without the consent of the Contractor's surety or sureties, unless such surety or sureties have waived their right to notice or assignment.

ARTICLE 7. The Contractor agrees to indemnify and hold the County harmless for any claim or liability arising under this Contract due to any act or omission of the Contractor.

IN WITNESS WHEREOF, the parties to this instrument have executed it the year and date first herein written.

CONTRACTOR  COUNTY OF BUTTE

__________________________  _______________________________
Keith Symons     Bill Connelly
State Roofing Systems, Inc.   Chair of the Board of Supervisors

REVIEWED AS TO FORM  REVIEWED FOR CONTRACT POLICY COMPLIANCE
Bruce S. Alpert  Butte County Contracts Division, GSD
Butte County Counsel

By__________________________  By__________________________