



DATE: November 19, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE REROOF OF THE LABORATORY BUILDING AT SAN LUIS REY WATER RECLAMATION FACILITY**

### **SYNOPSIS**

Staff recommends that the City Council approve a Professional Services Agreement in an amount not to exceed \$110,000 with Regan Roofing, of Carlsbad for the purchase and installation of a new roof on the San Luis Rey laboratory building; and authorize the City Manager to execute the agreement.

### **BACKGROUND**

The San Luis Rey Water Reclamation Facility (SLRWRF) is located at 3950 North River Road. The plant was originally constructed in 1976 with the last major expansion completed in 2003.

As part of the major expansion in 2003, a new administration building was constructed which included a state certified laboratory. Changes and modifications over the past several years to the equipment within the laboratory, specifically the HVAC and air exhaust system required to safely operate the laboratory, have shortened the life expectancy of the membrane roof which is now susceptible to leaking.

### **ANALYSIS**

Bids were requested from several qualified contractors and results are shown in the following table:

<b>Contractor</b>	<b>Amount</b>
Regan Roofing	\$101,955
Sylvester Roofing	\$108,626
RAC General Contractor	Declined
Tom Porter Roofing	Declined

Staff reviewed the bids and determined that the price and scope of work provided by Regan Roofing includes all the necessary repairs at a reasonable cost.

**FISCAL IMPACT**

The bid price proposed is \$101,955. Staff is recommending that the Contractor's Professional Services Agreement be approved for an amount not to exceed \$110,000 to account for any contingencies discovered when the existing roofing material is removed (i.e., additional plywood replacement required, etc.). This project is being funded from the San Luis Rey Major Plant Improvements CIP account (909125500722.5702.10600), which has an available budget of \$3,617,978; therefore, adequate funds are available for the project. Funding for this project comes from the Sewer Fixed Asset Replacement Fund, 722, which is primarily funded by sewer service and flow fees.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

**COMMISSION OR COMMITTEE REPORT**

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on October 21, 2014.

**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATIONS**

Staff recommends that the City Council approve a Professional Services Agreement in an amount not to exceed \$110,000 with Regan Roofing, of Carlsbad for the purchase and installation of a new roof on the San Luis Rey laboratory building; and authorize the City Manager to execute the agreement.

PREPARED BY:

  
\_\_\_\_\_  
Jason Dafforn  
Water Utilities Division Manager

  
\_\_\_\_\_  
Steven R. Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant City Manager

Cari Dale, Water Utilities Director

James R. Riley, Financial Services Director

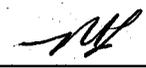
  
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Exhibit A: Professional Services Agreement

CITY OF OCEANSIDE

**PROFESSIONAL CONTRACTOR SERVICES AGREEMENT**

**PROJECT: SLRWWTP LABORATORY BUILDING ROOF REPLACEMENT –  
[909978000722]**

THIS AGREEMENT, dated 10/1, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and REGAN ROOFING, hereinafter designated as "CONTRACTOR."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The CONTRACTOR desires to provide roof replacement services as more particularly described in the CONTRACTOR'S proposal dated September 17, 2014, attached hereto and incorporated herein as Exhibit A.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
  - 4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

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**4.2** CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

**4.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

**4.4** All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

**4.5** All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

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- 4.6 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
5. **CONTRACT BONDS (for contracts exceeding \$25,000).** If the total contract price specified in Section 7 of this Agreement exceeds \$25,000, or if any amendment to this Agreement causes the total contract price to exceed \$25,000, before entering upon the performance of work, CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:
- Performance Bond in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further to guarantee that all materials and workmanship will be free from original or developed defects
  - Payment Bond that meets the requirements of California Civil Code section 3248, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement
6. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for

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those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$101,955.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within 60 calendar days from the Notice to Proceed.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

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Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
- 12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination.
- 13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Contractor Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

REGAN ROOFING

CITY OF OCEANSIDE

By:  PRESIDENT  
Name/Title

By: \_\_\_\_\_  
Steven R. Jepsen, City Manager

By: \_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:  
  
City Attorney

\_\_\_\_\_  
Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN DIEGO

On 10/02/2014 before me, DANIEL PAUL ZUNIGA PRITCHARD, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared Patrick K. Regan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: City of Oceanside Professional Contractor Services Agreement

Document Date: N/A Number of Pages: 5

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Patrick K. Regan

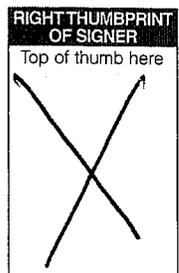
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: SELF

Signer's Name: N/A

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



September 17, 2014

City of Oceanside  
3950 North River Road  
Oceanside, Ca. 92057

Re: **"North River Treatment Facility – Lab Bldg Reroof"** - *Oceanside, California*

Dear Mark:

Enclosed please find specifications and estimates for **"North River Treatment Facility – Lab Bldg Reroof"** to include:

**Existing Conditions:**

- a) Existing Plywood Substrate.
- b) Existing 1/2" Gyp Cover Board
- c) Existing 60ml TPO Membrane

**Low Slope Roof – 60 ml TPO Application: (UL Class "A" – Fire Rated)**

1. Remove existing reglet counterflashing and stage for re-installation.
2. Completely remove and dispose of existing TPO membrane at all vertical surfaces, (walls and curbs)
3. Cut existing roofing membrane at 10' spacing to allow for movement per manufacturers requirements.
4. Remove and dispose of delaminated and deteriorated plywood. Approximately 4 sheets. Replace with new 1/2" CDX plywood and install new 1/2" gyp cover board to match existing conditions.
5. Finish and install new TPO clad metal scuppers.

SAN DIEGO OFFICE  
1826 Magnolia Ave  
Carlsbad, Ca. 92008  
858-255-7100 OFFICE  
760-637-5542 FAX

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6. Furnish and install one (1) layer one (1) layer of #1.25 Foam Insulation as separator between old and new membranes. Foam separator to be mechanically fastened per manufacturers recommendations.
7. Supply and install one (1) layer white (Title 24 Compliant) 60 ml - reinforced TPO membrane with 6" laps. Membrane to be mechanically attached at salvage lap on 12" centers with galvanized screws and plates.
8. Membrane to be mechanically attached at all perimeters, curbs and penetrations at 12" centers with galvanized screws and plates.
9. All field and perimeter seams to be heat welded and checked for bond upon completion daily.
10. Vertical surfaces to be covered with one (1) layer white 60 mil - reinforced TPO membrane. Vertical membrane to be fully adhered with Low VOC bonding adhesive per manufacturer specifications.
11. Vertical surface membrane termination to be mechanically attached with termination bar and mechanical fasteners at 12" centers.
12. Furnish and install TPO walkway pads at service side only of HVAC Units.
13. Furnish and install new galvanized sheet metal coping at parapet walls dividing remaining existing roof and new roof system.
14. Furnish and install pre-manufactured penetration flashings and stainless steel compression bands at all roof penetrations.
15. Install new conduit blocking as needed.
16. Re-install reglet counterflashing.
17. Clean up and haul away all debris.

**Exclusions:**

- Roof Deck Insulation / Vertical Wall Board
- Drains / Overflows / Roof Hatches / Roof Accessories
- Skylights
- Bonds / Permits
- Project Labor Agreements / Project Stabilization Agreements

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**Table of Unit Prices**

<b>Building</b>			<b>Total Price / Bldg. Type</b>
City of Oceanside			
Treatment Facility - Laboratory Roof			\$101,955
<b>TOTAL</b>			<b>\$101,955</b>

**OPTIONAL MANUFACTURER 20 YR NDL WARRANTY .....\$1,250**

**Additional Cost (If Required)**

<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>
Solar Thermal and PV Penetration Boots	Each	\$46.00
Reroof Permit – Bldg Dept	Each	+/- \$400
Additional Plywood	Sheet	85.00

**All Labor is based on State of Calif Wage Determination: SDI-2014-2**

**All pricing includes Workmans Compensation and General Liability Insurance costs.**

**All pricing is predicated on adequate and acceptable access to buildings.**

**PW-Extra work will be billed at \$105/hour when on site and at our normal customer service rate (currently \$105/hour) if a special trip is required to do the work**

**To be in compliance with OSHA Construction Safety Orders – All Regan employees will be protected from fall by perimeter lines and safety monitor.**

**Progress Payment Draw Schedule:**

**Roofing:**

- 1st Payment – Forty-Five percent (45%) upon delivery of materials.
- 2<sup>nd</sup> Payment – Twenty-Five percent (25%) upon loading of materials.
- 3<sup>rd</sup> Payment - Balance Due Upon Completion of Roofing

**Warranty:**

Regan Roofing provides a five (5) year warranty on its workmanship. Our Customer Service Department guarantees prompt fulfillment of warranty requests. Service for all non-warranty work will be billed at our standard hourly rate, currently \$105 per hour.

Regan Roofing does not have insurance coverage for mold and mildew, fungi or bacteria and shall not be liable in any respect for any bodily injury or property damage upon which any services covered by this proposal are provided, including loss from interruption of any business conducted in or associated with the property from mold and mildew, fungi or bacteria, including the cost or expense arising out of the abating, testing for monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediation or disposing of any such mold, mildew, fungi or bacteria  
This proposal is valid for 30 days.

Kelly Regan  
Regan Roofing  
Cell Phone: 858-518-3881