



SQUAW VALLEY PUBLIC SERVICE DISTRICT



2017 Board Room Restoration

DATE: December 20, 2016

TO: District Board Members

FROM: Brandon Burks, Operations Superintendent

SUBJECT: 2017 Board Room Restoration – Repairs to water damage in the Board Room at 305 Squaw Valley Road.

BACKGROUND: The District Board Room had water damage done to its interior on October 17th, 2016. Water backed up in a roof drain and leaked through the ceiling into the room. District staff unclogged the drain and contacted the District's insurance company.

Servpro was recommended by the insurance company to dry and complete demolition of the room. Servpro came up on October 18th and started work that day. They completed drying and demolition of the room on October 27th.

District Staff started contacting contractors to restore the Board Room on October 24th. District Staff called 25 different contractors in the local area, Reno area and Auburn/Grass Valley area.

DISCUSSION: District staff received three bids to repair the water damage to the Board Room. The bids ranged from \$26,800 to \$58,480. The lowest bid received was from Hartline Construction for \$26,800. This bid covers the repair of the carpentry, insulation, painting, sheet rock, carpeting and electrical in the Board Room.

Multiple contractors said they would not have time to do the work or bid the project. Other contractors set up appointments to look at the damaged room and did not show up. Some contractors looked at the room and never turned in bids.

ALTERNATIVES: 1. Authorize staff to execute the contract to repair carpentry, insulation, painting, sheet rock, carpeting and electrical at the 305 Squaw Valley Road Board Room with Hartline Construction for a cost not to exceed \$26,800.

2. Do not authorize staff to execute the contract and direct staff to continue to solicit bids for repairs at the 305 Squaw Valley Road Board Room.

FISCAL/RESOURCE IMPACTS: The source of funds is provided by the District's insurance company. The District will have a deductible of \$1,000.

RECOMMENDATION: Approve the contract for repairs to the 305 Squaw Valley Road Board Room with Hartline Construction for a cost not to exceed \$26,800.

ATTACHMENTS: Contract and bid from Hartline Construction

DATE PREPARED: December 13, 2016

AGREEMENT

THIS AGREEMENT, made as of December 20, 2016 between the SQUAW VALLEY PUBLIC SERVICE DISTRICT, hereinafter called the District, and HARTLINE CONSTRUCTION, with principal offices at 389 Forest Glen Road, Olympic Valley, CA hereinafter called the Contractor.

WITNESSETH, that the Contractor and the District, for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

- 1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work required for repair to SVPSD Board Room to include carpentry, carpeting, insulation, sheetrock, painting, and electrical work as described and proposed in the attached proposal from Contractor.

ARTICLE 2. TIME FOR COMPLETION

- 2.1 Contractor shall commence work on said project within 10 (ten) days after execution of this Agreement and Contractor shall complete construction of said project no later than _____.

ARTICLE 3. CONTRACT PRICE

- 3.1 The District shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to additions and deductions as provided in the Contract Documents, as follows:

On the Basis of Lump Sum Price, as stipulated in the Proposal submitted by Contractor and made a part hereof by reference. This contract has a total Not-to-Exceed Price of twenty-six thousand, eight hundred dollars (\$26,800).

The Contract Price shall include all applicable Federal, state and local taxes.

ARTICLE 4. PAYMENT

- 4.1 Progress and final payments shall be made to the contractor in accordance with and subject to the provisions of the documents made a part of this Contract. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers and other documents, in form satisfactory to District, prior to receipt of each and every payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon payment (as provided in Civil Code Section 8120 et

seq.) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 This contract consists of the following documents, all of which are hereby made a part and incorporated by reference:
1. Hartline Construction. Proposal dated December 14, 2016.

ARTICLE 6. PREVAILING WAGES.

- 6.1 The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, pursuant to the Labor Code of the State of California. The prevailing rate of wages is made a part of the Agreement for all purposes. The Contractor shall obtain and post a copy of said wage rate at each site of work. The provisions of section 1775 of said Labor Code shall be complied with. Attention is directed to section 1776 of the California Labor Code: "Each contractor and subcontractor shall keep an accurate payroll record, showing name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in conjunction with the public work."
- 6.2 The Contractor and its subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE 7. WARRANTY AND REPAIR

- 7.1 Contractor expressly warrants that the improvements and product, including any component parts thereof, to be completed by Contractor and delivered to District pursuant to this Agreement, shall be free of any defect in workmanship or manufacture and that work shall be accomplished in a good and workmanlike fashion, in accordance with the Plans and Specifications as are applicable thereto.
- 7.2 Contractor further warrants and guarantees that work shall be accomplished in a good and workmanlike fashion, in accordance with the Plans and Specifications as are applicable thereto. Contractor further warrants and guarantees the work and improvements, including any appurtenances, equipment and facilities thereto, materials and workmanship used and consumed in construction of the project or improvements for a period of one (1) year following date of completion, except to the extent that any longer period of warranty or guarantee is provided by any supplier, distributor or manufacturer of material or supplies used in the

construction of the improvements. Contractor agrees to act as co-guarantor of such equipment, materials and supplies and shall supply District with all warranty and guarantee documents relative to equipment, materials and supplies used or incorporated in the job, as guaranteed by Contractor(s), suppliers, distributors or manufacturers.

ARTICLE 8. PERFORMANCE, PAYMENT AND MAINTENANCE BOND

- 8.1 Developer shall procure and continuously maintain, at its sole expense and to the satisfaction of District, a Performance, Payment and Maintenance Surety Bond(s) issued by a company or companies which are licensed and authorized to do surety business in the State of California, guaranteeing that Developer will perform all of its obligations under this Agreement and will pay for all work, labor and material used, consumed and furnished to the job. Said bond(s) shall be in an amount equal to the value of the cost of construction of the improvements and shall provide coverage for the improvements on account of Contractor's obligation to warrant, guarantee, repair and replace any and all defects in material or workmanship in said improvements for a period of one (1) year following completion and acceptance of improvements.

ARTICLE 9. INSURANCE

- 9.1 At all times during the term of this Agreement, Contractor shall obtain and continuously maintain a policy or policies of insurance as are required by law, including but not limited to, state minimum for workers' compensation, and comprehensive general liability insurance with coverage for property damage in the minimum policy limit of One Million Dollars (\$1,000,000) and coverage for bodily injury and/or death with policy limits of not less than Two Million Dollars (\$2,000,000) per person and per occurrence. Said policy or policies shall also provide as available within the insurance industry, coverage or endorsements for reparations costs, products coverage and completed operations.
- 9.2 Said policy or policies shall be with reputable companies holding a "General Policy Holder's Rating" of A-, or better, with a size classification of no less than VII, as set forth in the most current issue of "Best's Insurance Guide". The District shall be named as an additional insured on all such policies and Contractor shall deliver to District copies of all policies of such insurance or certificates evidencing coverage. No such policy shall be canceled, cancelable nor subject to reduction of coverage, nor other modification or revision, except after thirty (30) days' prior written notice to District. Contractor shall, within thirty (30) days prior to expiration of such policies, furnish District with any and all renewals, certificates or evidence of extension of any and all such policies of insurance. In the event of failure of Contractor to do so, or in the event of lapse of coverage, by virtue of cancellation, termination or any other cause, District may procure and obtain the required

insurance and charge the cost direct to Contractor, which amount shall be payable by Contractor to District upon demand. Contractor covenants and agrees that it shall not do nor permit any act, conduct or omission which would invalidate the insurance policies required to be maintained by Contractor pursuant hereto.

ARTICLE 10. WORKER'S COMPENSATION INSURANCE

- 10.1 Contractor shall procure and maintain during the continuance of the project and this Agreement a policy of worker's compensation or employer's liability insurance in the minimum amount required by the State of California for the protection of his employees, including executive, managerial and supervisory employees, engaged in work on said project, and on demand, shall deposit a certificate evidencing such policy with District.
- 10.2 Contractor hereby certifies that he is aware of the provisions of section 3700 of the Labor Code requiring every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that section. Contractor hereby certifies that he will comply with such provisions before commencement of work and throughout the period of performance of work pursuant hereto.

ARTICLE 11. MEDIATION/ARBITRATION

- 11.1 Should any dispute arise concerning this agreement or any provision hereof, the parties agree to mediate in good faith the dispute before a neutral mediator located in either Placer or Nevada County, California to be mutually selected by the parties. There shall be a single mediator chosen from the list of authorized mediators maintained by the Superior Courts of Placer and Nevada Counties, California. The parties agree to equally pay any and all costs and expenses of mediation.

In the event that the parties are unsuccessful in resolving all or any portion of said dispute through mediation, such remaining dispute shall be settled by arbitration. Notice of Demand for Arbitration shall be given by one party to the other pursuant to the Notice provisions of Paragraph 14.G of this AGREEMENT. Arbitration shall be in accordance with Construction Industry Rules of the American Arbitration Association in effect at the time a demand for arbitration is made. There shall be a single arbitrator chosen from the list of authorized arbitrators maintained by the Superior Courts of Placer and Nevada Counties. Each party may reject one arbitrator, and if the parties fail to agree to the selection of an arbitrator from such list(s) within 10 days of the date of notice of demand for arbitration, then each party may appoint an arbitrator and those arbitrators shall agree to the selection of a neutral arbitrator. Arbitration shall be conducted pursuant to California Code of Civil Procedure sections 1280, et seq.

Arbitration shall occur in Placer or Nevada County, California, and any action to compel arbitration or to enforce an arbitration award shall be commenced in the proper court of Placer County, California.

ARTICLE 12. ATTORNEY'S FEES AND COSTS

12.1 Should any litigation be commenced between the parties hereto concerning any controversy, breach or provision of this Agreement, or the rights and obligations of the parties hereto, the project and/or on account of any award of arbitration, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees and costs incurred in connection therewith

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, (9821 Business Park Drive) P. O. BOX 26000, SACRAMENTO, CA 95826.

IN WITNESS WHEREOF, the parties hereto have signed this contract on the date set forth above, counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first above written.

DISTRICT:

DATED: _____

By: _____
Michael Geary, General Manager

By: _____
Kathryn Obayashi-Bartsch, Board Secretary

CONTRACTOR:

DATED: _____

By: _____
Authorized Officer

DATED: _____

By: _____
Authorized Officer

Squaw Valley Fire Dept Building Repair

Scope: Repair existing confrence room insulation, mecanicals and finishes due to water leak

Original Estimate

<u>Description</u>	<u>products</u>	<u>subs</u>	<u>material</u>	<u>labor</u>	
Site prep/framing repairs			\$ 100.00	\$ 240.00	
Insulation	\$ 3,575.00				
Drywall	\$ 1,704.00				
Finish paneling/baseboard repair			\$ 200.00	\$ 1,140.00	
Paint/staining	\$ 7,130.00		\$ 50.00	\$ 240.00	
Flooring	\$ 3,907.08				
Electrical repairs/installs	\$ 1,443.68				
Oversite				\$ 240.00	
Cleanup/maint.			\$ 50.00	\$ 240.00	
<u>Subtotal project costs</u>					<u>\$ 20,259.76</u>
p/o 15%					\$ 3,038.96
<u>Project estimate</u>					<u>\$ 23,298.72</u>
Project contingency 15%					\$ 3,494.81