

BOARD OF SUPERVISORS
Yolo County, California

To: GSD ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 21-64: Item No. 11, of the Board of Supervisors' meeting of May 18, 2021.

MOTION: Barajas. SECOND: Saylor. AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

11.

Approve the total project budget of \$210,000 for roofing improvement project for the Department of Community Services Fleet Building at 294 West Beamer Street, Woodland; authorize the use of Accumulated Capital Outlay funds in the amount of \$25,000 for such improvements, adopt a budget resolution adjusting the General Services Facilities Budget to reflect an increase of \$25,000, authorize the Director of General Services to enter into a contract with Cairo Builder Inc., & in the amount not to exceed \$175,000 for the roofing improvement project and authorize the Director of General Services to amend the construction contract with Cairo Builder, Inc up to an additional \$17,000 should amendments be required by the scope of the project. (Accumulated Capital Outlay fund \$25,000) (4/5 vote required) (Yarris)

Approved **Budget Resolution No. 20-107.43 and Agreement No. 21-96** on Consent.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 11. General Services

Board of Supervisors

Meeting Date: 05/18/2021

Brief Title: Roof Improvements Project - Community Services Fleet

From: Kevin Yarris, Director, General Services

Staff Contact: Tonia Murphy, Fiscal Administrative Officer, General Services, x4830

Subject

Approve the total project budget of \$210,000 for roofing improvement project for the Department of Community Services Fleet Building at 294 West Beamer Street, Woodland; authorize the use of Accumulated Capital Outlay funds in the amount of \$25,000 for such improvements, adopt a budget resolution adjusting the General Services Facilities Budget to reflect an increase of \$25,000, authorize the Director of General Services to enter into a contract with Cairo Builder Inc., & in the amount not to exceed \$175,000 for the roofing improvement project and authorize the Director of General Services to amend the construction contract with Cairo Builder, Inc up to an additional \$17,000 should amendments be required by the scope of the project. (Accumulated Capital Outlay fund \$25,000) (4/5 vote required) (Yarris)

Recommended Action

- A. Approve total project budget of \$210,000 for roofing improvement project for the Department of Community Services Fleet Building at 294 West Beamer Street, Woodland;
- B. Authorize the use of ACO funds in the amount of \$25,000 for such improvements;
- C. Adopt a budget resolution adjusting the General Services Facilities Fiscal Year 2020-21 Budget to reflect an increase of \$25,000;
- D. Authorize the Director of General Services to enter into a contract with Cairo Builder, Inc., in an amount not-to-exceed \$175,000 for the roofing improvement project; and
- E. Authorize the Director of General Services to amend the construction contract with Cairo Builder Inc. up to an additional \$ 17,000 should amendments be required by the scope of the project at the above location.

Strategic Plan Goal(s)



In Support of All Goals (Internal Departments Only)

Reason for Recommended Action/Background

In order to ensure safe ongoing operations at the Department of Community Services Fleet Building at 294 West Beamer Street in Woodland, improvements to the existing roof are required. The existing roof is at the end life and beyond repair. General Services has receive repeated calls over the years for roof leaks and more recently, when trying to repair a leak, the roof was fragile enough that there was a breach in a portion of it.

On March 26, 2021, a request for proposal was advertised for the roof improvements. Two responses were received in April, with Cairo Builder Inc. successfully earning the contract. The contract issued to Cairo Builder Inc. is for the dollar amount identified in the response to the request for proposal not to exceed \$175,000. This amount includes remediation services for asbestos.

There is currently \$75,000 budgeted for this roof improvement in the Accumulated Capital Outlay (ACO) fund, however the bid for this roof came in higher than budgeted. After further review of budgeted funds for other roofs in the ACO fund this roof has become more urgent and therefore with the approval from the County's Chief Financial Officer, General Services is recommending reallocating the other ACO funding in the amount of \$110,000 to this project. Even with the reallocation of the additional ACO funding there is a gap in funding of \$25,000 to which General Services is requesting additional ACO funds to complete the project.

The proposed budget for this project is as follows:

Project Expenditures:	
Cairo Builder Inc. Contract	\$175,000
Beam Roofing Consultant Fees	\$14,790
Contingency Funding	\$20,210
Total Project Expenditures	\$210,000
Project Revenues:	
ACO Funding Budgeted	\$185,000
Additional ACO Funding	\$25,000
Total Project Revenue	\$210,000

Collaborations (including Board advisory groups and external partner agencies)

Department of Finance, County Administrator's Office, County Counsel, Department of Community Services, General Services Department

Competitive Bid Process

Request for Proposals (RFP) Service Requested: Roof Improvement Project, Department of Community Services, Fleet Building, 294 West Beamer Street, Woodland.

Bids Received

Bidder	Bid
Cairo Builder, Inc.	\$174,000
D7 Roofing Services	\$180,380

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$210,000
Amount budgeted for expenditure	\$185,000
Additional expenditure authority needed	\$25,000
One-time commitment	Yes

Source of Funds for this Expenditure

ACO	\$25,000
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Attachments

Att. A. Budget Resolution

Att. B. Contract

Form Review

Inbox	Reviewed By	Date
Kevin Yarris	Kevin Yarris	05/06/2021 02:42 PM
Kevin Yarris	Tonia Murphy	05/10/2021 12:58 PM
Kevin Yarris	Kevin Yarris	05/10/2021 06:18 PM
Financial Services	Melissa Patterson	05/10/2021 08:09 PM
County Counsel	Hope Welton	05/11/2021 09:31 AM
Alexander Tengolics	Alexander Tengolics	05/12/2021 08:55 AM
Form Started By: Tonia Murphy		Started On: 04/19/2021 02:11 PM
Final Approval Date: 05/12/2021		

MAY 18 2021

BY *Rupita Ramirez*
DEPUTY CLERK OF THE BOARD

RESOLUTION NO. 20-107.43

A Resolution Increasing the Fiscal Year 2020-2021 Budget for General Services Department, Facilities Division by \$25,000 for roofing improvement for the Department of Community Services' Fleet Building

WHEREAS, the General Services Department, Facilities Division is responsible for the on-going maintenance and upkeep of all Yolo County owned and operated buildings and associated facilities; and

WHEREAS, the safety and security of Yolo County employees utilizing County services is of the highest importance; and

WHEREAS, the General Services Department has identified that improvement to the roof at the Department of Community Services Fleet Building; 294 West Beamer Street, Woodland is necessary; and

WHEREAS, the improvement to the roof will ensure the building is safe for occupancy; and

WHEREAS, the Facilities Division is requesting Accumulated Capital Outlay (ACO) funds and said funds have been pre-authorized for this expenditure; and

WHEREAS, funds to improve the roof were not included in the appropriations of the Facilities division budget for fiscal year 2020-21; and

WHEREAS, Section 29125 of the Government Code provides for the appropriation of these funds by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The foregoing recitals are true and correct.
2. The Chief Financial Officer is authorized and directed to amend the budget for fiscal year 2020-2021 as follows:

Level Group 0100-66-1303	
Current Appropriations	\$4,782,687
Increase: Building Improvement Asset	<u>\$25,000</u>
Total Amended Appropriations	\$4,898,687

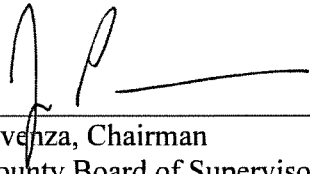
Level Group 0100-66-1303	
Current Revenues	\$4,782,687
Increase: Transfer In from ACO	<u>\$25,000</u>
Total Amended Appropriations	\$4,898,687

Level Group 3101-10-1561 ACO	
Current Appropriations	\$3,513,726
Increase: Transfer Out	<u>\$25,000</u>
Total Amended Appropriations	\$3,538,726

Level Group 3101-10-1561 ACO	
Current Revenues and Use of Fund Balance	\$3,513,726
Increase: Use of Fund Balance	<u>\$25,000</u>
Total Amended Appropriations	\$3,538,726

PASSED AND ADOPTED by the Yolo County Board of Supervisors this 18th day of May 2021, by the following vote:

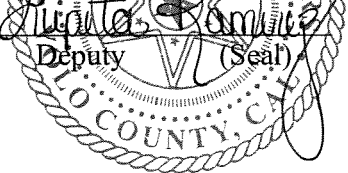
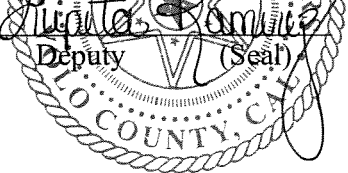
AYES: Barajas, Villegas, Saylor, Sandy, Provenza.
 NOES: None.
 ABSENT: None.
 ABSTAIN: None.




 Jim Provenza, Chairman
 Yolo County Board of Supervisors

Attest: Julie Dachtler, Senior Deputy
 Clerk of the Board of Supervisors

Approved as to Form:

By 
 Deputy (Seal)


By 
 Philip J. Pogledich, County Counsel

FILED

MAY 24 2021

BY *Rupita Ramirez*
DEPUTY CLERK OF THE BOARD

AGREEMENT NO. 21-96

**Agreement Between the County of Yolo and Cairo Builder, Inc. for the
Fleet/Roads Roof Project**

THIS AGREEMENT, (“Agreement” or “Contract”) made and entered into on this 18th of May, 2021 between the COUNTY OF YOLO, a political subdivision of the State of California (“COUNTY”), and Cairo Builder, Inc., (“CONTRACTOR”), a California corporation.

ARTICLE I. In consideration of the payments and agreements hereinafter mentioned, to be made and performed by the COUNTY, CONTRACTOR shall, at its own cost and expense, furnish all the labor, technical and professional services, supervision, materials, and equipment, except such as are mentioned in the Contract Documents referenced below to be furnished by the COUNTY, and perform all operations necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the COUNTY, the work described in the Contract Documents for the public work of improvement (the “Work”) titled:

**FLEET / ROADS ROOF PROJECT
294 W. BEAMER STREET
WOODLAND CA 95695
Dated March 17th, 2021**

ARTICLE II. Time is of the essence in the performance of the Work. The Work shall be commenced and completed pursuant to Section 11-5 of the Special Provisions.

ARTICLE III. The COUNTY shall pay to the CONTRACTOR as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, a maximum amount of One Hundred and Seventy-Five Thousand Dollars (\$175,000) (the “Contract Price”). Payment of this amount shall also compensate Contractor in full for all costs incurred in performance of this Agreement, including without limitation, the cost of the insurance required, the cost of the bonds required, and all other items of expense, including but not limited to any regulatory fees such as those associated with permits required for the work and any applicable sales taxes. Except as set forth in this Article, Payment shall be made as set forth in the General Provisions. COUNTY will pay CONTRACTOR compensation based upon the prices set forth in the Bid Schedule.

ARTICLE IV. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the Labor Code et seq. which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. CONTRACTOR shall provide indemnification and defense as set forth in the General Provisions.

ARTICLE VI. The "Contract Documents" include the following documents, each of which is incorporated into this Contract by reference:

- (a) Insurance-Exhibit A
- (b) Proposal Response, including all required forms-Exhibit B
- (c) Technical Specifications and Drawings – Exhibit C
- (d) Performance Bond & Payment Bond
- (e) General Provisions, General Conditions, General Requirements and Notice to Contractor – Exhibit D
- (f) Addendas – Exhibit F
- (g) Change Orders executed by the COUNTY

The CONTRACTOR shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order of precedence set forth in the General Provisions.

ARTICLE VII. The CONTRACTOR shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the prevailing wage law and all other provisions of the California Labor Code and California Public Contract Code which are applicable to the Work.

ARTICLE VIII. CONTRACTOR expressly acknowledges that CONTRACTOR is fully cognizant of, fully understands, and unreservedly agrees that, all provisions of the Project Plans and Specifications are absolutely controlling and equally applicable.

ARTICLE IX. CONTRACTOR shall maintain, at its sole cost an expense, the insurance requirements attached hereto as Exhibit A and incorporated herein by this reference throughout the entire term of this Agreement.

ARTICLE X.

- A) It is understood and agreed by all the parties hereto that CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the COUNTY and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of the COUNTY. CONTRACTOR hereby indemnifies and holds the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention that an employer-employee relationship exists by reason of this Agreement.

- B) It is further understood and agreed by all parties hereto that neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any right to act on behalf of the COUNTY in any capacity whatsoever as an agent or to bind the COUNTY to any obligation whatsoever.

C) It is further understood and agreed by all parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of CONTRACTOR's assigned personnel.

ARTICLE XI. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a California Superior Court located in Woodland, California.

ARTICLE XII. The waiver by COUNTY or any of its officers, agents, or employees or the failure of the COUNTY or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants, or conditions of this Agreement.

ARTICLE XIII. This Agreement, including all exhibits expressly incorporated therein, constitutes the entire agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

ARTICLE XIV. This Agreement may be amended only by written instrument signed by the COUNTY and CONTRACTOR.

ARTICLE XV. Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

ARTICLE XVI. Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

ARTICLE XVII. All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Contract Documents. Written notice to the CONTRACTOR

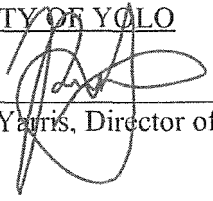
shall be addressed to CONTRACTOR's principal place of business unless CONTRACTOR designates another address in writing for service of notice. Notice to the COUNTY shall be addressed to the COUNTY as designated in the Notice to Contractors unless COUNTY designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE XVIII. Should a change be contemplated in the name or nature of the CONTRACTOR's legal entity, the CONTRACTOR shall first notify the COUNTY in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of CONTRACTOR's name or nature will affect the COUNTY's rights under the Contract, including but not limited to the bonds.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date set forth above.


COUNTY:

COUNTY OF YOLO

By: 
Kevin Yarris, Director of General Services

CONTRACTOR:

CONTRACTOR

By: 
Name: Merry M. Tokugawa
Title: President/CEO

Licensed in accordance with an act providing for the registration of CA State Contractors, License No. 1063272.

CA Department of Industrial Relations
Public Works Contractor
Identification Number 1000589294.

Approved as to Form:

By: 
Philip J. Bogledich, County Counsel