

BOARD OF SUPERVISORS  
Yolo County, California

To: GSD ✓  
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 21-64: Item No. 10, of the Board of Supervisors' meeting of May 18, 2021.

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

10.

Approve total project budget of \$665,000 for roofing improvement project for the Health and Human Services, Gonzalez Building at 25 North Cottonwood Street, Woodland; authorize the use of Accumulated Capital Outlay funds in the amount of \$65,000 for such improvements; adopt a budget resolution adjusting the General Services Facilities 2020-21 Budget to reflect an increase of \$65,000, authorize the Director of General Services to enter into a contract with Madsen Roofing in an amount not-to-exceed \$554,000 for the roofing improvement project; and authorize the Director of General Services to amend the construction contract with Madsen Roofing up to an additional \$50,000 should amendments be required by the scope of the project. (Accumulated Capital Outlay fund impact \$65,000) (4/5 vote required) (Yarris)

Approved **Budget Resolution No. 20-107.42 and Agreement No. 21-95** on Consent.



## County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

### Consent-General Government 10. General Services

#### Board of Supervisors

**Meeting Date:** 05/18/2021

**Brief Title:** Roof Improvement Project - Health and Human Services, Gonzalez Building

**From:** Kevin Yarris, Director, General Services

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

#### Subject

Approve total project budget of \$665,000 for roofing improvement project for the Health and Human Services, Gonzalez Building at 25 North Cottonwood Street, Woodland; authorize the use of Accumulated Capital Outlay funds in the amount of \$65,000 for such improvements; adopt a budget resolution adjusting the General Services Facilities 2020-21 Budget to reflect an increase of \$65,000, authorize the Director of General Services to enter into a contract with Madsen Roofing in an amount not-to-exceed \$554,000 for the roofing improvement project; and authorize the Director of General Services to amend the construction contract with Madsen Roofing up to an additional \$50,000 should amendments be required by the scope of the project. (Accumulated Capital Outlay fund impact \$65,000) (4/5 vote required) (Yarris)

#### Recommended Action

- A. Approve total project budget of \$665,000 for roofing improvement project for the Health and Human Services, Gonzalez Building at 25 North Cottonwood Street, Woodland;
- B. Authorize the use of ACO funds in the amount of \$65,000 for such improvements;
- C. Adopt a budget resolution adjusting the General Services Facilities Fiscal Year 2020-21 Budget to reflect an increase of \$65,000;
- D. Authorized the Director of General Services to enter into a contract with Madsen Roofing in an amount not-to-exceed \$554,000 for the roofing improvement project; and
- E. Authorize the Director of General Services to amend the construction contract with Madsen Roofing up to an additional \$50,000, should amendments be required by the scope of the project.

#### 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 Health and Human Services Agency building located at 25 North Cottonwood Street in Woodland, improvements to the existing roof is required. The existing roof is at the end of life and General Services has receive repeated calls over the years for roof leaks.

On March 12, 2021, a request for proposal was advertised for the roof improvements. Six responses were received in April, with Madsen Roofing successfully earning the contract. The contract issued to Madsen Roofing is for the dollar amount identified in the response to the request for proposal not to exceed \$554,000. This amount includes adding an alternate to encapsulate the entire parapet wall. This addition will provide a warranty for the roof as well as the tile up walls of the structure.

There is currently \$600,000 budgeted for these roof improvements in Accumulated Capital Outlay (ACO) fund, however with the additional alternate for the parapet wall, General Services is requesting an additional \$65,000 in ACO funds to complete the project.

The proposed budget for this project is as follows:

Project Expenditures:	
Madsen Roofing Contract	\$554,000
Beam Roofing Consultant Fees	\$47,037
Contingency Funding	\$63,963
Total Project Expenditures	\$665,000
Project Revenues:	
ACO Funding Budgeted	\$600,000
Additional ACO Funding	\$65,000
Total Project Revenue	\$665,000

**Collaborations (including Board advisory groups and external partner agencies)**

Department of Finance, County Administrator's Office, County Counsel, Health and Human Services Agency, General Services Department

**Competitive Bid Process**

Request for Proposals (RFP), Service Requested: Roof Improvement Project, Health and Human Services, Gonzalez Building, 25 North Cottonwood Street, Woodland.

Bids Received

Bidder	Bid
Madsen Roofing	\$ 434,405
Barth Roofing	\$ 563,015
Sierra Single Ply	\$ 692,000
ERC Roofing	\$ 725,450
MCM Roofing	\$ 830,089
California Single Ply	\$1,055,600

**Fiscal Information**

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$665,000
Amount budgeted for expenditure	\$600,000
Additional expenditure authority needed	\$65,000
One-time commitment	Yes

Source of Funds for this Expenditure

ACO	\$65,000
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**Attachments**

Att. A. Budget Resolution

Att. B. Contract

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Kevin Yarris	Kevin Yarris	05/06/2021 02:44 PM
Kevin Yarris	Tonia Murphy	05/10/2021 12:58 PM
Kevin Yarris	Kevin Yarris	05/10/2021 05:57 PM
Financial Services	Melissa Patterson	05/10/2021 08:08 PM
County Counsel	Hope Welton	05/11/2021 09:30 AM
Alexander Tengolics	Alexander Tengolics	05/12/2021 09:00 AM
Form Started By: Tonia Murphy		Started On: 04/19/2021 01:46 PM
Final Approval Date: 05/12/2021		

MAY 18 2021

BY Apita Ramirez  
DEPUTY CLERK OF THE BOARD

**RESOLUTION NO. 20-107.42**

A Resolution Increasing the Fiscal Year 2020-2021 Budget for General Services Department, Facilities Division by \$65,000 for Roofing Improvements for the Health and Human Services' Gonzales 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 Health and Human Services Agency, Gonzales Building, 25 North Cottonwood Street, Woodland is a 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:

<b>Level Group 0100-66-1303</b>	
<b>Current Appropriations</b>	<b>\$4,782,687</b>
Increase: Building Improvement Asset	<u>\$65,000</u>
<b>Total Amended Appropriations</b>	<b>\$4,898,687</b>


<b>Level Group 0100-66-1303</b>	
<b>Current Revenues</b>	<b>\$4,782,687</b>
Increase: Transfer In from ACO	<u>\$65,000</u>
<b>Total Amended Appropriations</b>	<b>\$4,898,687</b>

<b>Level Group 3101-10-1561 ACO</b>	
<b>Current Appropriations</b>	<b>\$3,513,726</b>
Increase: Transfer Out	<u>\$65,000</u>
<b>Total Amended Appropriations</b>	<b>\$3,578,726</b>

<b>Level Group 3101-10-1561 ACO</b>	
<b>Current Revenues and Use of Fund Balance</b>	<b>\$3,513,726</b>
Increase: Use of Fund Balance	<u>\$65,000</u>
<b>Total Amended Appropriations</b>	<b>\$3,578,726</b>


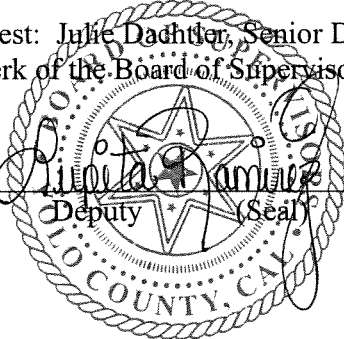
**PASSED AND ADOPTED** by the Yolo County Board of Supervisors this 18<sup>th</sup> day of May 2021, by the following vote:

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)  
  
 YOLO COUNTY, CAL.

By   
 Philip J. Pogledich, County Counsel

BY   
DEPUTY CLERK OF THE BOARD

**AGREEMENT NO. 21-95**

**Agreement Between the County of Yolo and Madsen Roofing for the  
Gonzales Building Roof Project**

**THIS AGREEMENT** (“Agreement” or “Contract”) is made and entered into on this 18th day of May, 2021 between the COUNTY OF YOLO, a political subdivision of the State of California (“COUNTY”), and Madsen Roofing (“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:

**GONZALES ROOF PROJECT  
25 N. COTTONWOOD STREET  
WOODLAND CA 95695  
Dated March 12<sup>th</sup>, 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 Five Hundred Fifty-Four Thousand Dollars (\$554,000) (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) Addenda 1- Exhibit E
- (g) Addenda 2 – Exhibit F
- (h) 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.

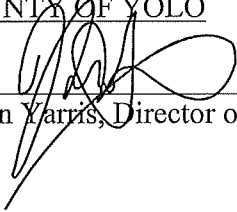
**ARTICLE XVII.** All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Contract Documents. Written notice to the CONTRACTOR shall be addressed to CONTRACTOR's principal place of business unless CONTRACTOR designates another address in 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.

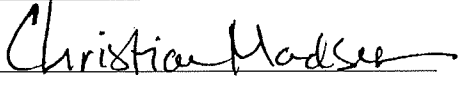
**COUNTY:**

COUNTY OF YOLO

By:   
Kevin Yarris, Director of General Services

**CONTRACTOR:**

CONTRACTOR

By: 

Name: Christian Madsen

Title: President

Licensed in accordance with an act providing for the registration of CA State Contractors, License No. 519488

CA Department of Industrial Relations Public Works Contractor Identification Number 1000000193

Approved as to Form:

By:   
Philip J. Pogledich, County Counsel