



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** December 10, 2013

From: Dennis Cron, Assistant Town Manager **Item No:** 12
Municipal Operations and Contract Services

Subject: ADOPT RESOLUTION NO. 2013-43 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, CALIFORNIA, RATIFYING AND AUTHORIZING THE TOWN MANAGER TO ENTER AGREEMENTS WITH CORONA COATINGS FOR REPAIR OF THE APPLE VALLEY GOLF COURSE ROOF

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

Adopt Resolution 2013-43, a Resolution of the Town Council of the Town of Apple Valley, California, ratifying and authorizing the Town Manager to enter agreements with Corona Coatings Corp. for repair of the Apple Valley Golf Course roof in an amount not to exceed \$65,000.00 and authorize the attached budget amendment.

SUMMARY:

The existing foam applied roof at the Apple Valley Golf Course is leaking in several locations and needs to be repaired immediately. The Town is in receipt of a quote from Corona Coatings Corp. in the amount of \$63,526.00. The work should necessarily be considered of an emergency nature and staff recommends that preparation of plans and specifications be dispensed with and that Council should consider authorizing the repairs to be completed immediately to avoid any lengthy delay in repairing the roof.

The price for completing the work exceeds the spending authority of the Town Manager. Staff recommends that the Town Council approve this quote from Corona Coatings Corp. and authorize staff to proceed with having the work done as an emergency repair.

BACKGROUND:

The original roofing system was installed by Corona Coatings in approximately 1981. The roof has had repairs performed on spot areas in the past and those repairs succeeded in extending the life of the original roofing system. The roof has exceeded its expected life and its original guarantee by more than 20 years. If the work is authorized to complete repairs of the entire roof system at once, Corona Coatings has agreed to reduce the cost by \$1,295.00.

FISCAL IMPACT:

This proposed repair is an unbudgeted expenditure and if authorized, staff requests that the Town Council approve the attached budget amendment request to provide appropriate spending authority for completing the work.

ATTACHMENTS:

Resolution No. 2013-43
Budget Amendment Request
Corona Coatings Corp. Roof Repair Quote
Roof Photo's

RESOLUTION NO. 2013 - 43

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, CALIFORNIA, RATIFYING AND AUTHORIZING THE TOWN MANAGER TO ENTER AGREEMENTS WITH CORONA COATINGS FOR REPAIR OF THE APPLE VALLEY GOLF COURSE ROOF

WHEREAS, the Town of Apple Valley ("Town") has adopted a purchasing system, involving competitive bidding procedures and requirements, which is codified in Chapter 3.12 of the Town's Municipal Code; and

WHEREAS, Section 22050(b)(1) of the Public Contracts Code permits the Town Council, by a four-fifths vote, to delegate, by resolution or ordinance, to the Town Manager, the authority to repair or replace a public facility, take any directly related and immediate action required by an emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, Section 3.12.270 of the Town's Municipal Code was adopted as part of Ordinance 3 on November 28, 1988 by an affirmative vote of all five council members; and

WHEREAS, Section 3.12.270 provides an exception to the competitive bidding procedures and requirements where the Town Manager authorizes the purchase of materials, supplies, equipment and services when an emergency is deemed to exist and it is determined that service involving the public health, safety or welfare would be interrupted if the normal procedure were followed; and

WHEREAS, All emergency purchases, which would otherwise require formal bidding procedures, made pursuant to Section 3.12.270 must be submitted to the Town Council for ratification at the next regular Council meeting after the purchase is authorized; and

WHEREAS, on November 13, 2013, the Town's Facility Maintenance Staff performed an in depth inspection of the conditions of the roofing materials with Mr. Bill Johnson, President of Corona Coatings and the original installer of the existing roof system, for the purpose of generating quotes for repairing the roof materials which recently began to leak; and

WHEREAS, the Town Manager determined that an emergency exists and that service involving the public health, safety or welfare would be interrupted if the normal procedure were followed because:

(1) The time necessary to develop bid documents and specifications, advertising for bids, analyzing bids and securing signed contract documents will pose an unreasonable delay in making the repairs; and

(2) Corona Coatings has the experience with the facility and the ability and expertise to perform this very specialized roofing system application; and

(3) Any delay in completing the repairs will necessarily require the work to be completed further into the rainy season, which may result in further delays in completing the work, causing additional damage to the facility and increasing the cost to the Town for completing the repairs; and

WHEREAS, if approved, the Town Manager will sign the attached contract documents ordering the immediate completion of the work to repair the golf course roof ("Emergency Purchases"); and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the Town Council for the Town of Apple Valley, California as follows:

Section 1. The Town Council hereby finds that the recitals in this Resolution are true and correct. The Town Council hereby adopts those findings as its own. This Resolution shall be deemed to be entered into the minutes of the meeting at which this Resolution is passed.

Section 2. The Town Council hereby ratifies all Emergency Purchases related to the repair of the Apple Valley Golf Course Clubhouse Roof.

Section 3. This Resolution shall become effective upon its adoption.

APPROVED and **ADOPTED** by the Town Council of the Town of Apple Valley this 10th day of December, 2013.

Mayor

ATTEST:

La Vonda M-Pearson, Town Clerk



TOWN OF APPLE VALLEY
BUDGET AMENDMENT REQUEST

14-11

Requesting Department	Prepared By	Date Prepared
Public Services - Administration	Dennis Cron	December 2, 2013

REVENUES AND OTHER FINANCING SOURCES

Account Description	Fund	Dept	Account No.	Amendment Amount
REVENUE TOTAL				-

EXPENDITURES AND OTHER FINANCING USES

Account Description	Fund	Dept	Account No.	Amendment Amount
Building Maintenance	5710	7716	7655-0000	65,000
EXPENDITURE TOTAL				65,000

PURPOSE

Emergency Roof Repair at Apple Valley Golf Course

Department Director	Date	ATM Fin. & Admin./Asst. Fin. Dir.	Date

Town Manager	Date	Entered by	Date



TOWN OF APPLE VALLEY

BUDGET AMENDMENT REQUEST

Requesting Department	Prepared By	Date Prepared
Planning	Planning Secretary	January 10, 2006

REVENUES AND OTHER FINANCING SOURCES

Account Description	Fund	Dept	Account No.	Amendment Amount
REVENUE TOTAL				-

EXPENDITURES AND OTHER FINANCING USES

Account Description	Fund	Dept	Account No.	Amendment Amount
Salaries Regular	101	401	701.000	(5,000)
Overtime	101	401	703.000	(500)
Contract Services	101	401	740.000	5,500
EXPENDITURE TOTAL				-

Because staffing accounts are affected, approval by the Town Manager is required; otherwise, if the TOTAL is 0.00 only the Department Head approval would be required.

Because the TOTAL is zero, Council approval is not required.

PURPOSE

Use salary savings from two vacant positions to cover additional expenses incurred from the use of contracted services.

Department Head	Date	ATM Fin. & Admin./Asst. Fin. Dir.	Date

Town Manager	Date	Entered by	Date

H:\Everyone\Agenda\2013\131210\Attachment 1 GC Roof Repairs - Budget Amendment Request



RESIDENTIAL • INDUSTRIAL • COMMERCIAL
FOAM ROOFING • INSULATION

Nov. 20, 2013

Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, Ca 92307

Hello Dennis:

Sorry for the delay in getting your roof quote out. Finally got my Quote for the Bar roof tear off.

Price for entire roof on the Country Club is: \$64,822.00. If all the roof areas are done at the same time the price: \$63,526.00. Please give me a call if you have any questions.



Best regards,
Bill Johnson

502 Colton Avenue • Colton, California 92324 • (909) 825-1201 • Fax (909) 825-2314



502 Colton Ave.
 Colton, CA 92324-3020
 (909) 825-1201 FAX (909) 825-2314
 License No. 334755

Date: Nov. 20, 2013
 To: Town of Apple Valley
 14955 Dale Evans Parkway
 Apple Valley, Ca 92307

PROPOSAL and CONTRACT

Dear Sir:

We propose to furnish all materials and perform all labor necessary to complete the following:

On the existing foam roof decks of the following roof.

1. Clean and prepare roof deck area.
2. Cut out blistered and damaged foam and haul away debris.
3. Refoam designated roof areas and grind new foam to blend with existing foam.
4. Power wash entire roof deck.
5. Mask off as necessary to prevent overspray.
6. Recoat entire foam roof decks with 2 coats of elastomeric acrylic coating (base coat grey, finish coat white).
7. Broadcast #11 fire white roofing granules into finish coat for added durability.
8. Materials manufactured by Henry Co.
9. WARRANTY: 10 years against water leakage due to labor or material failure.
10. We cannot be responsible for re-aligning satellite dishes, or damage to electrical lines running across roof.
11. PRICING AS FOLLOWS: Cart Barn & Pro Shop: \$16,542.00 Electrical Room/Womens/Mens Locker Rooms/Office & Hallway: \$13,138.00 Loyd Mandrin & Entry Hallway: \$7,926.00

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of -----Dollars (\$)

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

We Now accept Visa/Mastercard/Discover/American Express

PAYABLE UPON COMPLETION OF WORK

Respectfully submitted
 By: Bill Johnson

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal, and according to the terms thereof.

IF ACCEPTED, PLEASE SIGN & RETURN COPY

Date _____ 20____

All payments will be made within five (5) days after billing. Overdue payments will bear interest at the maximum legally permissible rate. If any payment is not made when due, Contractor may keep the job idle until such time as all payments due have been made. A failure of payments for a period in excess of said five (5) days shall be considered a major breach.

This order becomes a binding contract when signed by purchaser and an authorized representative of the undersigned company. No statements or representative other than as set forth above shall bind any party, and no modifications can be made of this contract except in writing signed by both parties.

In the event it should become necessary for company to institute suit for the enforcement of any of the terms in this contract, purchaser agrees to pay all of company's cost of suit together with reasonable attorney fees.

Contractor or Owner prior to commencement of construction and subject to lending institution (if any) approval, may request funds to be placed in an Escrow or Funding Voucher Control Service prior to commencement of work with funds to be disbursed to Contractor in accordance with the escrow instructions or voucher orders signed by the Contractor. In the absence of an Escrow or Funding Control Service, funds will be paid directly to the Contractor in accordance with the progress payments schedule referred to above.

NOTICE TO OWNER

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 of the board whose address is: Contractors' State License Board, 1020 N Street, Sacramento, California 95814

"Under the Mechanics Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services, or material, has a right to enforce his claim against your property."

"Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract."

2% per on unpaid balance



502 Colton Ave.
 Colton, CA 92324-3020
 (909) 825-1201 FAX (909) 825-2314
 License No. 334755

Date: Nov. 20, 2013
 To: Town of Apple Valley
 14955 Dale Evans Parkway
 Apple Valley, CA 92307

PROPOSAL and CONTRACT

Dear Sir:

We propose to furnish all materials and perform all labor necessary to complete the following:

On the existing foam roof deck over Kitchen & Dining Room.

1. Clean and prepare roof deck.
2. Scarify approximately 10' X 55' area in valley over Kitchen area.
3. Cut out blistered and damaged foam and haul away debris.
4. Power wash entire roof deck.
5. Mask off as necessary to prevent overspray.
6. Recoat entire foam roof deck with 2 coats of elastomeric acrylic coating (base coat grey, finish coat white).
7. Broadcast #11 fire white roofing granules into finish coat for added durability.
8. Materials manufactured by Henry Co.
9. WARRANTY: 10 years against water leakage due to labor or material failure.
10. We cannot be responsible for re-aligning satellite dishes, or damage to electrical lines running across roof.

PLEASE NOTE: A/C refrigeration unit needs to be raised and put on platforms by others prior to foam application.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of Twelve thousand one hundred three & no/100-----Dollars (\$12,103.00)

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

We Now accept Visa/Mastercard/Discover/American Express

PAYABLE UPON COMPLETION OF WORK

Respectfully submitted
 By: Bill Johnson

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal, and according to the terms thereof.

IF ACCEPTED, PLEASE SIGN & RETURN COPY

 Date _____ 20 _____

All payments will be made within five (5) days after billing. Overdue payments will bear interest at the maximum legally permissible rate. If any payment is not made when due, Contractor may keep the job idle until such time as all payments due have been made. A failure of payments for a period in excess of said five (5) days shall be considered a major breach.

This order becomes a binding contract when signed by purchaser and an authorized representative of the undersigned company. No statements or representative other than as set forth above shall bind any party, and no modifications can be made of this contract except in writing signed by both parties.

In the event it should become necessary for company to institute suit for the enforcement of any of the terms in this contract, purchaser agrees to pay all of company's cost of suit together with reasonable attorney fees.

Contractor or Owner prior to commencement of construction and subject to lending institution (if any) approval, may request funds to be placed in an Escrow or Funding Voucher Control Service prior to commencement of work with funds to be disbursed to Contractor in accordance with the escrow instructions or voucher orders signed by the Contractor. In the absence of an Escrow or Funding Control Service, funds will be paid directly to the Contractor in accordance with the progress payments schedule referred to above.

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"Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services, or material, has a right to enforce his claim against your property."

"Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract."

2% per on unpaid balance



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Date: Nov. 20, 2013
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 Apple Valley, CA 92307

PROPOSAL and CONTRACT

Dear Sir:

We propose to furnish all materials and perform all labor necessary to complete the following:

On the existing foam roof deck over Bar.

1. Clean and prepare roof deck.
2. Tear off approximately 40' X 40' area of old roofing and haul away debris.
3. Scarify approximately 40' X 26' area.
4. Refoam designated roof areas and grind new foam to blend with existing foam.
5. Build-up low areas for better drainage.
6. Power wash entire roof deck.
7. Recoat entire foam roof deck with 2 coats of elastomeric acrylic coating (base coat grey, finish coat white).
8. Broadcast #11 fire white roofing granules into finish coat for added durability.
9. Materials manufactured by Henry Co.
10. WARRANTY: 10 years against water leakage due to labor or material failure.
11. We cannot be responsible for re-aligning satellite dishes, or damage to electrical lines running across roof.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of –Fifteen thousand one hundred thirteen & no/100-----Dollars (\$15,113.00)

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

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PAYABLE UPON COMPLETION OF WORK

Respectfully submitted
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2% per on unpaid balance











