



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

0090

December 22, 1999

AGENDA: January 11, 2000

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

Re: CONTRACT FOR ENGINEERING SERVICES (SHERIFF'S REHABILITATION
FACILITY RE- ROOFING) Q75004

Members of the Board:

As part of the 1999/2000 Plant Budget, your Board allocated funds to re-roof the Sheriffs rehabilitation and vocational training facility at 100 Roundtree Lane in Watsonville. Engineering services are needed to evaluate structural concerns from leaks as a result of both termite and water damage. Attached for your Board's review is an Independent Contractors Agreement with Technical Roof Services that will provide for the anticipated engineering services.

Sufficient funds are available in the Plant, Index 191145 / 475004, Sub Object 6610.

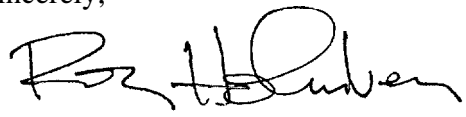
It is therefore RECOMMENDED that your Board:

1. Approve the attached Independent Contractor Agreement with Technical Roof Services for engineering support services for the re-roofing of the Sheriffs rehabilitation and vocational training facility for a not- to- exceed amount of \$14,879.00; and

Sheriffs Rehab Facility Re roofing Project
January 11
page 2 of 2

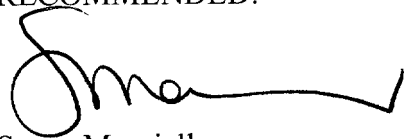
2. Authorize the General Services Director to execute the agreement.

Sincerely,



ROY K. HOLMBERG
Director

RECOMMENDED:



Susan Mauriello
County Administrative Officer

Attachment: ADM29 with agreement

- cc: County Administrative Office
County Counsel
Auditor Controller
General Services Department
Technical Roof Services

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0092

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: General Services (Dept.)
Ray H. [Signature] (Signature) _____ (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Agency)
and Technical Roof Services, Inc., 2840 Howe Rd., Suite A, Martinez, CA 94553-4000 (Name & Address)

2. The agreement will provide plans and specifications for 100 Rountree Lane - Sheriff's Rehabilitation Center

3. The agreement is needed because the work can be performed most expeditiously by contract.

4. Period of the agreement is from Board Approval to June 30, 2000

5. Anticipated cost is \$ 14,879.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 191145
~~XXXXXX~~ Q 75004 (Index#) 6610 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C09200X4 Date 12/28/99
are not will be

GARY A. KNUTSON Auditor - Controller
By Ronald J. Silver Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
_____ to execute the same on behalf of the... _____

_____ (Agency) _____ County Administrative Officer

Remarks: _____
By BOW (Analyst) Date 12-28-99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

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0093

Contract No. 0092004

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this day of January, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and TECHNICAL ROOF SERVICES, INC., hereinafter called CONTRACTOR. The parties agree as follows:

- 1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: roof replacement design at 100 Rountree Lane, Watsonville, CA, for County of Santa Cruz General Services Department.
- 2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$14,879.00, processed for payment in full after project completion, receipt of invoice, and approval of project manager.
- 3. TERM. The term of this contract shall be: January, _____ 2000 through October 1, 2000.
- 4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
- 5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitations unemployment insurance, social security and payroll tax withholding).

RECEIVED
PERSONNEL DEPT -
JAN 10 9 31 AM '00

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it. 0094

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting

this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
General Services Department
Attn: Mary M. Carroll - ICA/TRS/Rountree
701 Ocean Street, Room 330
Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
General Services Department
Attn: Mary M. Carroll - ICA/TRS/Rountree
701 Ocean Street, Room 330
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to

post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

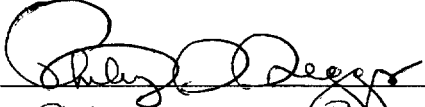
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments: Technical Roof Services proposal dated October 5, 1999.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. TECHNICAL ROOF SERVICES, INC.

4. COUNTY OF SANTA CRUZ

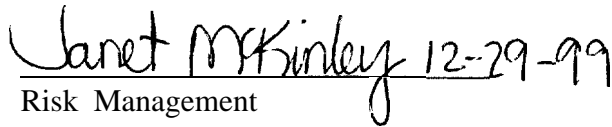
By: 
Philip D. Dreger, President

By: _____

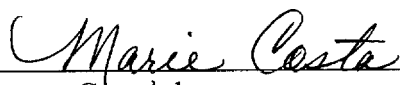
Address: 2840 Home Road, Suite 4
Martinez, CA 94553

Telephone: (925) 3 13-9911

2. APPROVED AS TO INSURANCE:


Risk Management

3. APPROVED AS TO FORM:


County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Technical Roof Services, Inc.
Fiscal

TRS

TECHNICAL ROOF SERVICES. INC.
Roof and Waterproof Consultants
www.trsroof.com

0093

October 5, 1999

Mr. Jon Herfindahl
COUNTY OF SANTA CRUZ, GENERAL SERVICES DEPARTMENT
Facilities Management
701 Ocean Street, Room 330
Santa Cruz, CA 95060

RE: Proposal for Roof Consulting Services
Reroofing of County Rehabilitation Center
100 Rountree, Santa Cruz, California

Dear Mr. Herfindahl:

Technical Roof Services, Inc. (TRS) is pleased to submit this proposal for consulting services in conjunction with your planned roof replacement project. We understand the existing asphalt shingle roofs are more than 30 years old, that roof leaks are reported and that roof replacement work is tentatively slated for next year.

TRS is a roof, waterproofing and moisture intrusion consulting firm, established in 1985. Since our inception, we have consulted on over 2,700 project assignments. We have assisted clients throughout the United States, primarily in the Western Region. A list of some current clients is available upon request.

The purpose of this initial phase of our involvement will be to provide recommendations about the scope of the project and to provide documents describing the work for competitive contractor bidding.

We toured the roof with you and Mr. Wulf on September 13, 1999, to familiarize ourselves with some project conditions. The rehabilitation center is a one story, wood framed structure consisting of four "wings" connected in a cross shape. Insulation materials are installed below the roof deck. A clerestory structure covers the area where the wings connect. The roofs slope at about 4:1 and are covered with asphalt shingles. Glulam beams are exposed in eave overhang areas - some portions of the glulam beams are deteriorated.

Considering the information you provided and the conditions we observed, our proposal is based on the following understandings:

- Termite Damage/Infestation - We noted some possible indications of termite damage at one of the exposed glulam beams. We recommend a qualified firm be retained to investigate the presence and extent of termite damage/infestation, and to recommend treatment procedures if needed. This proposal does not address services related to termite damage/infestation.

Mr. Jon Herfindahl
RE: Santa Cruz County Rehab Center
October 5, 1999

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- Engineering Services - Some exposed portions of the glulam beams have what is believed to be moisture-induced deterioration. TRS will retain the services of a structural engineer to check the extent of deterioration at sample locations and to develop repair recommendations and details for the conditions encountered. We presume exploratory openings to help check the extent of glulam beam deterioration will be made and repaired by personnel (or a contractor) provided by your office while our engineering consultant is on site. Due to the presently unknown nature of the glulam deterioration conditions and due to other possible structural considerations (e.g., deck deflections on clerestory roof, tree impact damage near NW corner), our proposal includes an allowance of \$2,000 for the services of a qualified engineer. Actual charges for engineering services may be more or less depending on conditions encountered.
- Potential Condensation Related Conditions -We understand water vapor condenses on windows near the showers in one wing and drips down to the floor. We recommend the ceiling components and roof decks near this area be systematically checked for condensation related deterioration, and if needed, repaired and supplemental ventilation provisions and/or interior vapor retarders added. As we discussed, this proposal does not address potential condensation related conditions and is based on the presumption that the existing roof decks are not significantly deteriorated and the existing ventilation provisions are acceptable.
- Suspected Window Related Leak Conditions - We understand water leaks from below some clerestory windows during rains. We observed some stains on the interior window ledges of the clerestory structure and we observed some corrosion of metal flashings on the exterior below the windows. We recommend the source of apparent window leaks be investigated and appropriate repairs be made to window glazing and flashing systems. In accordance with our discussions, this proposal does not address suspected window related leak conditions and is based on the presumption that the existing windows and flashings will remain in place.
- Asbestos - Any services needed related to environmental issues such as asbestos, lead and other potentially hazardous materials will be provided through your office. (Note: On September 13, 1999, we obtained some samples of the existing asphalt shingles and felt underlayment from a location recently damaged by a fallen tree. As you requested, we will forward these samples to **Macs** Analytical, 2070A Walsh Avenue, Santa Clara, CA 95050 along with your request for conducting preliminary tests for asbestos.)
- Manufacturer product information will be relied upon as complete and accurate representations.
- Suitable and safe access to the roof areas will be provided for our personnel and engineer sub-consultants.
- You will arrange site access and site personnel to escort us while we are on site.
- Copies of drawings (to scale) showing the existing building construction will be provided to us for review and use.
- The 1997 California Building Code will be used as the "Code" reference.
- The existing roof system will be removed down to the structural deck.
- The specified new roof system will consist of asphalt shingles over felt underlayment.
- Sheet metal flashings will be replaced.

Mr. Jon Herfindahl
RE: Santa Cruz County Rehab Center
October 5, 1999

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- Your office will serve as the Owners Representative for the project and will provide timely responses to TRS' requests for information.
- There will be no system alternates or elective options.
- Some leak and/or moisture related conditions related to items outside of the scope of this proposal, or the completed project, may be experienced after project completion.
- The roof deck is structurally adequate to support the existing pieces of mechanical equipment

Reroof projects typically involve four or five phases. This proposal is for the Pre-Schematic/Schematic and Documents Phases.

PHASE I -SCHEMATIC PHASE

A. Research Requirements (Fire, Wind, Warranty, Code)

We will forward a Questionnaire to you regarding desired roof system "design" requirements. After receipt of a completed Questionnaire, we will inquire with local code representatives about interpretation of some code requirements. We understand the County will serve as the "code body" for this project and will need to make code interpretation decisions. We will also review information about manufacturer warranties, and Underwriter Laboratory (UL) fire ratings in light of the design information provided to us.

A. Review Building Drawings

We understand we will have access to, and your office will provide copies of, existing building drawings (e.g., HVAC layout, site plan, roof plan and architectural details) for our review and use. The intent of this review is to gather information about various construction elements hidden from view (e.g., curbs, decks, building joints, etc.) and to obtain building/roof dimensions. Using existing drawings helps avoid extra costs associated with documenting the existing construction and creating roof plan drawings from scratch. If potentially important pieces of information prove not available by review of available drawings, additional fieldwork may be necessary as Additional Services to document certain conditions.

B. Survey and Document Existing Conditions

We will visit the site again to further observe general roof conditions; to observe deteriorated glulam beam conditions; and to document some existing roof construction. Selected portions of the existing coverings will need to be taken apart or have some small exploratory openings made into them to actually observe important conditions, (e.g., to document the extent of glulam beam deterioration). We understand you will arrange for a roof contractor or County personnel to accompany us to make and patch the exploratory openings. We will take photographs to document our observations and for our use in creation of project detail drawings.

If potentially important information about building construction or existing conditions remains unknown after our visit, additional fieldwork, as an additional service, may be recommended to gather the information.

Mr. Jon Herfindahl
RE: Santa Cruz County Rehab Center
October 5, 1999

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Our proposal does not include "observation" or "investigation" of any specific reported leak condition. It also does not include offering suggestions to address leak conditions on a short-term or temporary basis until recommended repair/replacement work is underway.

C. Construction Project Budget Projections

A "broad scope" projection of likely costs associated with the recommended work will be included as part of the Schematic Phase. Please note that budget cost projections are not "cost estimates" but should serve as a reasonable basis for schematic phase budget decisions.

D. Report -- Findings and Recommendations

Based upon our findings, we will provide a written report describing existing conditions and our recommended scope of reroofing work, including specific recommendations regarding roof system requirements (i.e., design, performance and aesthetic requirements). The report will include an anticipated budget cost associated with the work.

PHASE II -- DOCUMENT PHASE

SPECIFICATIONS

Upon confirmation of your selections/decisions regarding the new roof system, we will prepare documents for your review and comment. We provide Specifications in three-part, CSI format. The documents are prepared presuming one contractor is awarded the work -- the contractor with whom The County contracts. You will need to provide us the project header and footer layout information.

We will incorporate Sections regarding removal, handling, disposal and monitoring of hazardous materials provided by FAS, if hazardous materials prove to be present.

We use Division 1, General Requirements as the primary focus for repetitive type requirements, deleting those same notations from individual technical sections in accordance with appropriate specifying practices. The County will be referred to as the "Owner" and your office will be defined as the "Owner's Representative" in our prepared documents as defined in Section 01010.

We have our own Division 1 - General sections and will incorporate other County generated Division 1 Sections, if desired and if provided.

Our documents are processed in Microsoft Word 97, using an Anal 11 font. We can provide the technical sections in digital format in Word 6/95 or Word 97 if desired. Any reverse conversion to Word 6/95 (7) format may not convert exactly the same as our printed documents, and your office would be responsible for correction of formatting or loss of information.

We will provide a 95% review set to your office. After revisions, we will provide the specification sections in hard copy (print originals) and a digital set for your office to reproduce into the Bid Set. Margins are set for duplexing sections, with each section starting on a new front page.

Mr. Jon Herfindahl
 RE: Santa Cruz County Rehab Center
 October 5, 1999

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We anticipate providing the following Division 1 Sections:

DOCUMENT 0

Engineers Certification Page

DIVISION 1 - GENERAL REQUIREMENTS

01000	List of Drawings	01310	Scheduling Requirements
01010	Summary of Work	01320	Contract Schedules
01015	Work Sequence	01400	Quality Control & Assurance
01016	Contractor Use of Premises	01420	Owner Inspection/Testing & Consulting
01020	Allowances	01425	Field Samples
01025	Measurement & Payment	01430	Mock-Ups
01027	Unit Prices	01455	Manufacture Services
01030	Alternates	01510	Temporary Facilities & Controls
01035	Modification Procedures	01525	Temporary Construction Aids
01040	Coordination	01540	Protection of Work
01045	Cutting & Patching	01550	Site Access & Parking
01060	Regulatory Requirements	01560	Construction Cleaning & Controls
01091	Reference Standards	01610	Material Delivery, Storage & Protection
01092	Abbreviations	01630	Product Options and Substitutions
01094	Definitions	01700	Contract Close-out
01100	Special Project Procedures	01710	Final Cleaning
01200	Project Meetings	01740	Contractor Guaranty
01300	Submittals	01760	Warranties & Guaranties of Construction

We anticipate providing the following technical specification sections plus the Division 1 portion of the Bidding Documents:

02070	Selective Demolition & Preparation
06100	General Carpentry for Reroofing
07311	Asphalt Shingles
07620	Sheet Metal
09900	Painting
15800	Misc. Mechanical for Reroofing
16000	Misc. Electrical for Reroofing

DRAWINGS AND DETAILS

Drawings will be provided on 8-1/2x11 or 11x17 sheets, for inclusion into the bid document sets. We anticipate providing a site locator map, one roof plan and approximately 17 detail drawings. We provide non-scaled, intent-type details, which are drawn in section and/or isometric, at our option. All details are the conceptualization and intellectual property of TRS for use on this project only.

Our details and drawings are created on the computer — VisualCad 2.04 for Windows. The CAD drawings can be provided in digital format in .dwg format as requested. However, due to variation in CAD programs and formats, the export will not convert exactly the same as our printed documents. Sometimes the export loses line weights, fonts, spacing, arrow heads and leaders and hatch fills; your office would be responsible for correction of formatting and loss of information.

Mr. Jon Herfindahl
 RE: Santa Cruz County Rehab Center
 October 5, 1999

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COUNTY COMMENTARY REVISIONS AND TRS REVISIONS

We will provide documents for your review at 95% completion in two stages (Document 0 and Division 1 and related Documents; then Technical Specifications and Drawings) in hard copy only; your office needs to return the original sets with marked-up "red-line" requests for revisions.

The review set for Drawings and Details will come separately and will be on 8-1/2x11 or 11x17 paper. After you review and return comments to us, we will complete the process of final documents to your office in hard copy and digital format.

FEES AND CONDITIONS

Charges for the services described above will be a lump sum amount of ~~\$17,345.00~~. This amount includes a \$2,000 allowance for an engineer sub-consultant and a 10% contingency. See Attachment 2 for itemized breakdown of anticipated proposed services.

\$14,879.00

• Pre-schematic/Schematic Phases --	<u>LUMP SUM</u>	\$ 6,165
• Document Phase --	<u>LUMP SUM</u>	\$ 7,361
• Bid Phase -	<u>TIME PLUS EXPENSE</u>	\$ 0
• Pre-construction/Construction Phase --	<u>TIME PLUS EXPENSE</u>	\$ 0
• Final & Closeout Phase --	<u>TIME PLUS EXPENSE</u>	\$ 0
	Sub -Total	\$ 13,526
	10% Contingency	\$ 1,353
	<u>PROPOSAL TOTAL</u>	<u>\$ 14,879.</u>

Charges for authorized additional services will be determined on a unit rate basis in accordance with the Attached Fee Schedule and Additional Provisions, Attachment 1.

Our fees are invoiced monthly as a percentage of work completed and are not dependent on submission of "completed work product." "Attachment,, documents are incorporated in this proposal by reference. This proposal offer is valid for 30 days.

TRS' liability shall be limited to a maximum of three times the total value of invoiced time on this portion of the project.

If required or requested, our insurance broker will provide you a certificate as an Additional Insured under our General Liability Policy.

We are well qualified and look forward to this opportunity to work with you. If you require additional information, or wish to discuss any of our proposed services in more detail, please call. With your verbal authorization to proceed, we propose to begin within two weeks. This proposal offer is valid for 30 days.

Mr. Jon Herfindahl
RE: Santa Cruz County Rehab Center
October 5, 1999

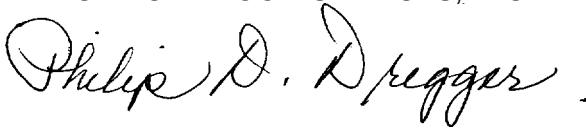
0105

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Thank you for the opportunity to submit this proposal and we look forward to the possibility of assisting you on this project.

Sincerely,

TECHNICAL ROOF SERVICES, INC.



Philip D. Dregger, Principal
Engineer, Registered Roof Consultant

PDD/jj

Attachment 1 -- Fee Schedule
Attachment 2 -- Projected Cost Basis

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TRS

TECHNICAL ROOF SERVICES, INC.

Roof and Waterproof Consultants

www.trsroof.com

“Attachment 1”

FEE SCHEDULE

0106

Principal Sr. Consultant	\$125 hour
Sr. Consultant	\$110 hour
Consultant	\$ 95 hour
Expert Assistance	\$175 hour **
Sr. Technical Representative	\$ 85 hour
Technical Representative	\$ 65 hour
Installation Monitor	\$ 55 hour *
Sr. CAD Operator	\$ 65 hour
CAD Operator	\$ 50 hour
Non-Technical Support	\$35 - \$65 hour
Moisture Surveys	Special Quote
Expenses	cost + 10%
Mileage	\$.32/mile
Subcontractors	Cost + 25%

*Labor invoicing includes project site time, related time, and travel **time**. Rates for “Priority” or “Rush ” work are **1.15** of all values shown.*

***Arbitration, mediation, deposition, and **trial**. All expert witness deposition **fees** are due either at the beginning or the end of the deposition - no **exceptions**. Depositions will not proceed without this agreement.*

** Rate of **\$55/hour** is for a guaranteed 5 day, 8 hour per day work week. Overtime rate of **\$70/hour** for time and a **half**, and **\$85/hour** for double time work apply per California Labor Code requirements.*

*When addressing existing leak problem, Technical Roof Services will proceed cautiously to minimize any interior damage or inconvenience. However, we can not and will not accept responsibility **for** damages that may be caused by leakage of the existing roof system*

*Terms: All invoices are due and payable within 30 days of receipt. A late charge of **18%** per annum will be computed on all amounts past due.*

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ANTICIPATED PROPOSED TRS PROJECT COST SHEET
 Santa Cruz County Rehab Center - Reroof
 PREPARED 10105199

PREPARER - DREGGER GENERAL DESCRIPTION	HOURS/QT	UNIT/SHR	UNIT/HRLY	\$\$\$	SUB-TOTAL IN PHASE	% OF PROJECT TOTAL	PHASE TOTAL	HOF PROJECT TOTAL	TimeSlip CODE
PHASE I									
A1. STUDY/INVESTIG	N/A								
A2. PRE-SCHEMATIC AND SCHEMATIC	000								
Pkt set-up/Proposal/Management	8	\$125.00	hrly	\$1,000.00					011/013/015
Client meetings incl travel	0	\$125.00	hrly	60.00					0211003
site visit, including travel	6	\$125.00	hrly	\$1,000.00					012
Preliminary scope Of Work	2	\$125.00	hrly	\$250.00					063
Site visit, including travel	0	\$125.00	hrly	\$0.00					063
Pro&d Research	1	\$125.00	hrly	\$125.00					007
Drawing Takeoff	1	\$125.00	hrly	\$125.00					007
Prelim Dsgn Budget Projections	1	\$125.00	hrly	\$125.00					012
Pre-Design Scope Dwg /Sketches	6	\$125.00	hrly	\$750.00					051
TRS Start-up Drawing Meetings	1	\$65.00	hrly	\$65.00					052
Phase Report	4	\$125.00	hrly	\$500.00					015
				\$3,940.00	\$3,940.00	29.129%			
REIMBURSABLE EXPENSES	\$100/120								
Toll/Parking	0	\$15.00	unit	\$0.00					\$100
Mailings		E10.00	unit	\$10.00					\$100
Photographs	3	\$20.00	unit	\$60.00					\$100
Color Copies/Qty of Reports		\$35.00	unit	\$35.00					\$100
Mileage	2	\$60.00	trip	\$120.00					\$100
Exp MU 1 0 %				\$225.00	\$225.00	1.663%			
SUBCONTRACTOREXPENSE	\$100								
Roof Contractor Cost Estimator	1	\$0.00	unit	\$0.00					\$109
Engineer Subconsultant - allowance	1	E1,600.00	unit	\$1,600.00					\$109
		25%		\$1,600.00	\$2,000.00	14.786%			
					\$6,185.00	45.50%			
								45.58%	
									\$6,185.00
									\$6,781.50
									\$6,781.50
									45.58%
PHASE II									
B. DOCUMENT PHASE									
MANAGEMENT	000								
Pkt set-up/Proposal/Management	4	\$125.00	hrly	\$500.00					011/013/015
TRS Start-up & Meetings		E125.00	hrly	\$125.00					003
TRS Start-up & Meetings Sr CAD	1	\$50.00	hrly	\$50.00					003
TRS Start-up & Meetings	0	\$-35.00	hrly	\$0.00					003
Cost Estimate - 95% Docs	0	\$125.00	hrly	\$0.00					011/013/015
Misc. Management	2	E125.00	hrly	\$250.00					015
				\$925.00	\$925.00	6.839%			
SITE FOLLOW-UP INVESTIGATION	020								
Site Time	0	\$125.00	hrly	\$0.00					026
Travel Time & Prep	0	E125.00	hrly	\$0.00					021
				\$0.00	\$0.00	0.000%			
SPECIFICATIONS	040								
Section 0 & Div. 1 Assistance	1	E125.00	hrly	\$125.00					043
scope Of Work	1	\$125.00	hrly	\$125.00					047
Technical Sections to 95%	10	E125.00	hrly	\$1,250.00					043
QMC Peer Review	1	\$125.00	hrly	\$125.00					044
Modify after Client 95% Review	2	E125.00	hrly	\$250.00					044
Technical Sections to 100%	2	E125.00	hrly	\$250.00					043
Misc. Revisions & Management	2	\$125.00	hrly	\$250.00	\$2,375.00	\$2,375.00	17.559%		044
DRAWINGS	050								
TRS Start-up Drawing Meetings		\$125.00	hrly	\$125.00					052
TRS Start-up Drawing Meetings Sr CAD		\$50.00	hrly	\$50.00					052
TRS Start-up Drawing Meetings	0	\$35.00	hrly	\$0.00					052
General Review TRS Meetings		\$125.00	hrly	\$125.00					050

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Initial Sketcher	1	\$125.00	hrly	\$125.00				051
Roof Plan Sr, CAD	6	\$50.00	hrly	\$300.00				057
Site Plan & Map	1	\$35.00	hrly	\$35.00				057
Elev. Plans	0	\$35.00	hrly	\$0.00				057
Details to review stage with Modifications-3 hr ea	51	\$50.00	hrly	\$2,550.00				057
TRS Reviews-Send for review - QMC	2	\$125.00	hrly	\$250.00				054
Modify After Client Review	1	\$125.00	hrly	\$125.00				057
Details to 100% .25 hr ea.	4	\$35.00	hrly	\$140.00				057
Roof Plan 100% 1.0 hr ea.	1	\$35.00	hrly	\$35.00				057
Layout Final 100% Set	0	\$125.00	hrly	so.00				057
Size/Copy onto Lg Sheet Final 100% Set 0.5 ea	0	E35.00	hrly	\$0.00				057
Label/Hatch Adj Sheet 2 hr sheet	0	\$35.00	hrly	\$0.00				057
Plot Large Sheets	0	650.00	unit	\$0.00				059
Principal Reviews - QMC	1	\$125.00	hrly	\$125.00	\$3,985.00			054
					<u>\$3,985.00</u>	2.9	.462%	
SUNCONTRACTOR EXPENSE								\$100
Roof/W/P Contractor Cost Estimator	0	\$400.00	unit	\$0.00				\$109
Engineer Subconsultant - □-■■■■■■ (unknown)	0	so.00	unit	\$0.00				\$109
		25%		\$0.00	<u>\$0.00</u>		0.000%	\$100/120
REIMBURSABLE EXPENSES								
Tol/Parking	1	\$6.00	unit	\$6.00				\$100
Blue prints/Drawing Prints	0	\$25.00	unit	\$0.00				\$100
Overnight	1	630.00	unit	\$-30.00				\$100
Paper/Bindings	1	\$40.00	unit	\$40.00				\$100
Mileage	0	560.00	trip	<u>\$0.00</u>				5100
Exp MU	1	0%		\$76.00	<u>\$76.00</u>		0.562%	

\$7,361.00 54.42%

Phase Total
 \$7,361.00 Contingency
\$736.10 \$8,097.10 54.42%

Document Phase Total

PHASE III

8010

