

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Joe Fatula · Mayor Pro Tem Marnie Mendoza  
Councilmembers · Kim Douglass · Sean Lomen · Trinity Burruss

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## SPECIAL MEETING AGENDA

November 25, 2019

Special Meeting Session: 10:00AM

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### 1. OPEN SESSION AND ROLL CALL

### 2. PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject matter jurisdiction of the City Council that are not listed on this workshop agenda. Please make your comments as brief as possible; not to exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.

### 3. COUNCIL BUSINESS

#### 3A. **Shadow Wood Subdivision Improvement Agreement** (Pages 2-12)

**Presentation:** Wes Heathcock, City Manager

**Action:** Discuss and consider adopting Resolution \_\_-2019 authorizing the City Manager to execute a Subdivision Improvement Agreement with Shadow Wood Place Ventura, LLC.

#### 3B. **Fire Station 37 Roofing Repair Update** (Pages 13-20)

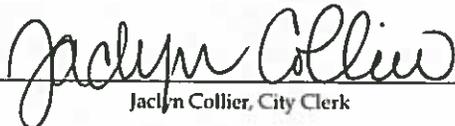
**Presentation:** Wes Heathcock, City Manager

**Action:** Adopt Resolution \_\_-2019 authorizing the City Manager to enter into a contract with Logan Roofing for the installation of a new metal roof on Fire Station 37, in an amount not to exceed \$12,975.

### 4. ADJOURNMENT

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I, Jaelyn Collier, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at [www.Colfax-ca.gov](http://www.Colfax-ca.gov).

  
Jaelyn Collier, City Clerk

Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

November 25, 2019

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# Staff Report to City Council

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## FOR THE NOVEMBER 25, 2019 SPECIAL CITY COUNCIL MEETING

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**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Shadow Wood Subdivision Improvement Agreement

*Budget Impact Overview:*

<b>N/A:</b> √	<b>Funded:</b>	<b>Un-funded:</b>	<b>Amount:</b>	<b>Fund(s):</b>
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**RECOMMENDED ACTION:** Discuss and consider adopting Resolution \_\_-2019 authorizing the City Manager to execute a Subdivision Improvement Agreement with Shadow Wood Place Ventura, LLC.

### Summary/Background

Shadow Wood Place Ventura, LLC has requested the City consider authorizing the recording of the amended final map and allowing the construction of homes prior to the civil improvements completion. The City of Colfax municipal code has a provision in Chapter 16.48 – Improvements that allows the City Council to authorize the recording of the final map and authorize home construction prior to civil improvement.

*CMC 16.48.30 (D) “Subdivision and site development improvements required by the city, but not completed prior to recording of the final map or parcel map or issuance of the certificate of occupancy, shall post security in the amount of one hundred ten (110) percent for performance and fifty (50) percent for labor and materials based upon the construction cost of improvements”*

The Shadow Wood Subdivision Improvement Agreement outlines the civil improvement values that are not complete. If the City Council approves the agreement, the developer will be required to post a bond in the amount of \$400,000. The City has the right to call the bond in the event the developer does not complete the improvement within 12-months of the agreement or prior to the first request for a Certificate of Occupancy, whichever is earlier.

Staff is recommending council adopt the resolution authorizing the City Manager to execute a Subdivision Improvement Agreement with Shadow Wood Place Ventura, LLC.

### FISCAL IMPACT:

N/A

### Attachments

1. Resolution \_\_-2019
2. Subdivision Improvement Agreement (Civil Improvement Cost Estimate included)
3. Levoy Bond Letter

# City of Colfax

## City Council

Resolution No. \_\_-2019

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AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT WITH SHADOW WOOD PLACE VENTURA, LLC

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**WHEREAS**, Shadow Wood Place Ventura, LLC requested the City consider authorizing the recording of the amended final map and allowing the construction of homes prior to the civil improvements completion; and,

**WHEREAS**, the City Council has the authority under Colfax Municipal Code Section 16.48.30(D) to execute the subdivision improvement agreement; and,

**WHEREAS**, the developer is required to post a bond in the amount of \$400,000 to satisfy the project obligation.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute a Subdivision Improvement Agreement with Shadow Wood Place Ventura, LLC.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 25<sup>th</sup> of November 2019 by the following vote of the Council:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

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**Joe Fatula, Mayor**

**ATTEST:**

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**Jaclyn Collier, City Clerk**

**Attachment 2****CITY OF COLFAX  
SUBDIVISION IMPROVEMENT AGREEMENT  
FOR THE SHADOW WOOD SUBDIVISION PROJECT****1. PARTIES AND DATE**

This Agreement is made this 26<sup>th</sup> day of November 2019 by and between the City of Colfax, a municipal corporation and California general law city (the “City”), and **Shadow Wood Place Ventura, LLC, a California Limited Liability Company** (the “Owner”).

**2. RECITALS**

2.1 On June 12, 2019, the City Council adopted its Resolution 18-2019 whereby it approved the Planned Development Permit and Design Review of the Shadow Wood Development Project which includes 20 lots for a single family residential unit, all located in Placer County, California Assessor’s Parcel Numbers 006-061-023 through 006-061-042, inclusive (the “Project”).

2.2 Additional Project entitlements beginning in 1978 included a Tentative Subdivision Map, a planned unit development permit, variance, and improvement plans. A final subdivision map was recorded in the Official Records of Placer County, California on July 16, 1980, and may be amended. For purposes of this Agreement, all Project approvals to date will be collectively referred to as the “Project Approvals”. All public and private improvements required by the Project Approvals will be referred to collectively as the “Project Improvements”.

2.3 Project Public Works/Engineering Condition of Approval 35a provides that prior to recording a Final Map, the Owner shall either construct all public and private Project Improvements to the satisfaction of the City or enter into a subdivision improvement agreement for completion of all public and private Project Improvements prior to occupancy of the first unit and provide bonds, proof of workers compensation insurance and general liability insurance in forms and amounts as deemed satisfactory to the City.

2.4 Colfax Municipal Code (“CMC”) Section 16.48.30 requires the Owner to provide various forms and amounts of security for completion of Project Improvements. CMC Section 16.48.030 D requires security in sufficient amount deemed necessary by the City to assure faithful performance of the Project Improvements in the event of default or, in the case of a subdivision, where a final map is not prepared and approved. Such security must be in a form acceptable to the City and be in the amount of one-hundred ten percent (110%) of the cost of the Project Improvements for Performance and fifty percent (50%) of the cost of the Project Improvements for Labor and Materials.

2.5 The City has found that this Agreement is in accordance with applicable provisions of the Colfax Municipal Code and California Law and is in the City’s best interests.

**3. PROJECT IMPROVEMENTS**

3.1 Design and Construction of Project Improvements. The Owner shall, at the Owner’s sole cost and expense, design or have designed and install and construct, or have installed and constructed, all Project Improvements to the satisfaction of the City Engineer.

3.2 Bonds / Security. In accordance with CMC 16.48.030, the Owner shall post security for Performance in the amount of equal to one-hundred ten percent (110%) of the estimated cost of

## Attachment 2

the Project Improvements and Labor and Materials in the amount equal to fifty percent (50%) of the cost of Project Improvements. Such cost for purposes of determining the amount of security shall be as approved by the City Engineer.

3.3 Improvements. Owner agrees to complete all Project Improvements required for the subdivision as shown on the final improvement plans for the subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the Project Improvements. Such work will be completed within twelve (12) months of the date of this Agreement, or prior to the first request for a Certificate of Occupancy, whichever is earlier.

### 3.4 Indemnity and Insurance

- (a) Owner shall, at its sole cost and expense, defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to or death of persons or property in any manner arising out of or incident to Owner's design, installation and construction of the Project Improvements and Owner's performance of its obligations under this Agreement, provided that such liability, loss, damage, injury or death result from the negligence of Owner or Owner's agents. The obligations under this provision shall not include liability or the defense and indemnity of the City, its elected officials, officers, employees, and agents for any active negligence or willful misconduct pursuant to CC §2782(b)(2).
- (b) Owner shall require all persons doing work on the Project Improvements, including its contractors and subcontractors, to obtain and maintain insurance of the types and in the amounts described below in a form and with carriers satisfactory to the City.
  - i. Commercial General Liability Insurance. Occurrence basis commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 (or as otherwise approved, in writing, by the City) per occurrence shall be maintained. If such insurance contains a general limit, that limit shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:
    - A. Name the City, its officials, officers, employees and agents as insured by endorsements with respect to performance of this Agreement. The Coverage shall contain no special limitations on the scope of its protection afforded to the above listed insured.
    - B. Be primary with respect to any insurance or self-insurance programs covering the City, its officials, officers, employees or agents.
    - C. Contain standard separation of insured provisions.
  - ii. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident shall be maintained. Such insurance shall include coverage

## Attachment 2

for owned, hired and non-owned automobiles and shall contain the provisions set forth in subsection (b) above.

- iii. **Worker's Compensation Insurance.** Worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00 each accident shall be maintained.
  
- iv. **Other Insurance Requirements.** Owner shall:
  - A. Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance which shall be clearly evidenced of all insurance required in this Section and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days prior written notice to the City.
  
  - B. Provide to City/City certified copies of endorsements and policies if requested by the City, and properly executed certificates of insurance evidencing the insurance required herein.
  
  - C. Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior to completion and acceptance of the Project Improvements.
  
  - D. Maintain all insurance required herein from the time of execution of this Agreement until the acceptance of the Project Improvements.
  
  - E. Place all insurance required herein with insurers licensed to do business in California.

3.5 Compliance with the Applicable Laws. Owner shall insure that all work performed on the Project Improvements in performed in a manner which complies with all applicable federal, state, county and local government laws, regulations and rules, including all rules and regulations of the City and the City, as these rules and regulations may be modified or changed from time to time.

3.6 Contractor Licenses. All work performed on the Project Improvements shall be done only by contractors licensed in the State of California and qualified to perform the type of work required and comply with the City's Business License Ordinance of the City.

3.7 Acceptance of Work. Upon completion of the public Project Improvements to the satisfaction of the City, the public Project Improvements shall be presented to the City for dedication and acceptance. The City may accept the public Project Improvements if it determines that the public Project Improvements were constructed in substantial accordance with the approved plans, specifications and contract documents that they

## Attachment 2

operate satisfactorily, and that all other requirements of this Agreement have been satisfied.

3.8 Liability for Work Prior to Formal Acceptance. Until the City has formally accepted the public Project Improvements, Owner shall be solely responsible for all damage to the work, regardless of cause, and for all damages or injuries to any person or property at the work site, except damage or injury due to the active negligence or willful misconduct of City, its elected officials, officers, employees or agents.

3.9 Guarantee. Owner shall guarantee all work and materials for the public Project Improvements to be free from all defects due to faulty materials or workmanship for a period of one (1) year after the date of formal acceptance of the work by the City. Owner shall cause to be repaired or removed and replaced and all such work, together with any other work, which may be displaced in so doing, this is found to be defective in workmanship or materials within other one (1) year period. In the event Owner fails to comply with the above-mentioned provisions within thirty (30) days after being notified in writing (or, in cases of emergency, immediately) City shall be authorized to proceed to have the defects remedied and made. Such action by City will not relieve Owner of the guarantee required by this section. This section shall not, in any way, limit the liability of Owner or any other party for any design or construction defects in the work subsequently discovered by City.

3.10 Record Drawings. Prior to acceptance of the public Project Improvements by the City, Owner shall provide City with one mylar copy of record drawings with certifications by a licensed engineer in the State of California as to accuracy and completeness. Owner shall be solely responsible and liable for ensuring the completeness and accuracy of the record drawings.

3.11 Ownership of the Improvements. From and after acceptance of the public Project Improvements by formal action of the City, ownership of the Public Project Improvements shall be vested exclusively in City.

3.12 Certificate of Occupancy. A certificate of occupancy for the units constructed as part of the Project shall not be issued until all Project Improvements are completed to the satisfaction of, and approved by, the City Engineer.

#### 4. GENERAL PROVISIONS

4.1 Notice. Any notices required or desired to be sent pursuant to this Agreement shall be addressed as follows:

CITY:  
 City Manager  
 City of Colfax  
 33 S. Main Street  
 PO Box 702  
 Colfax, CA 95713

OWNER:  
 Shadow Wood Place Ventura LLC  
 PO Box 1783

**Attachment 2**

Colfax, CA 95713

4.2 **Termination.** In the event that Owner materially defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement, but only in accordance with following provisions. The City shall provide written notice to Owner that sets forth the basis for the City's determination that Owner has defaulted or breached the Agreement. Owner shall have ten (10) days after the date of the City's notice to notify the City in writing either (i) that Owner disputes the City's allegation of a default or breach, or (ii) that Owner will cure the alleged default or breach, in which case Owner will have thirty (30) days after the date of the City's notice to cure the default or breach. If Owner disputes the City's alleged breach or default, the parties shall attempt to resolve the dispute in good faith through negotiation. If the parties have not resolved the dispute within twenty (20) days after the City's notice, the parties shall, on the request of either party, submit the disputed objections to the dispute resolution procedures set forth in this Agreement. If Owner fails to timely cure any material breach or default as set forth in this Agreement, the City may immediately terminate this Agreement by written notice to Owner.

4.3 **Failure of Performance.** In the event Owner fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Owner hereunder. City shall have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the improvements, shall be a proper charge against the security and/or Owner.

4.4 **Dispute Resolution.**

- (a) Before resorting to mediation, arbitration or other legal process, the primary contact of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within fifteen (15) days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in subparagraph (b) below.
- (b) Subject to the provisions of subparagraph (a), any dispute that remains unresolved after the meet and confer shall immediately be submitted to nonbinding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Office of the Judicial Arbitration and Mediation Service (JAMS) nearest to Colfax, or at such other similar service that the parties may agree to. If within five (5) days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the

**Attachment 2**

neutral mediator. The parties agree to commit to at least one full day to the mediation process, or two half days as may be arranged. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including those arbitrator's resumes, whose availability for an arbitration hearing within one-hundred twenty (120) days after the mediation has been confirmed or as otherwise agreed to by the parties.

- (c) If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the Judicial Arbitration and Mediation Service (JAMS). The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- (d) All proceedings under this paragraph shall be conducted within Placer County, California or at such other location to which the parties may agree in writing.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'DISPUTE RESOLUTION PROCEDURES' PROVISIONS DECIDED BY NEUTRAL MEDIATION AND ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'DISPUTE RESOLUTION PROCEDURES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'DISPUTE RESOLUTION PROCEDURES' PROVISION TO NEUTRAL ARBITRATION.

4.5 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof the provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question. This Agreement shall be construed under and pursuant to the laws of the State of California.

**Attachment 2**

4.6 Assignment. Except as provided herein, this Agreement shall not be assigned without consent of the parties hereto, and any assignment without such written consent shall be void and ineffective.

4.7 Time of Essence. Time is of the essence for this Agreement.

4.8 Recitals. All of the Recitals in Article 2 are incorporated into this Agreement and constitute a part hereof.

4.9 Force Majeure. As used in this Agreement, “Force Majeure” shall mean if the performance of any act required by this Agreement to be performed by either party is prevented or delayed by reason of any act of God, any act of the other party, fire, earthquake, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, archeological discovery on the property, or any other similar cause, (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

CITY OF COLFAX

BY: \_\_\_\_\_  
WES HEATHCOCK, CITY MANAGER

ATTEST:

BY: \_\_\_\_\_  
JACLYN COLLIER, CITY CLERK

OWNER:

Shadow Wood Place Ventura, LLC, a California Limited Liability Company

BY: \_\_\_\_\_  
DAVID CARTER, MANAGER

BY: \_\_\_\_\_  
CHERIE CARTER, MANAGER

**Attachment 2**

**Shadow Wood Subdivision  
 Estimated Costs Remaining for Civil Construction  
 For Purposes of Bonding - 11/7/19**

Number	Item	Unit	Unit Cost	Quantity	Amount
B1	Storm Drain Drop Inlet	EA	\$1,665.00	4	\$6,660.00
B2	Storm Drain Manhole	EA	\$1,980.00	3	\$5,940.00
B3	Storm Drain Pipe	LF	\$31.35	500	\$15,675.00
B4	Ditch - Rock Lined	LF	\$17.20	300	\$5,160.00
B5	Sediment Trap	EA	\$4,400.00	1	\$4,400.00
B6	Gabion Walls	EA	\$2,000.00	10	\$20,000.00
C	Utilities	LS	N/A	1	\$10,170.00
D	Soundwall	SF	\$16.00	600	\$9,600.00
E1	3" AC	SF	\$1.71	20000	\$34,200.00
E2	10" AB	SF	\$2.66	20000	\$53,200.00
E3	Concrete Curb & Gutter	LF	\$19.80	1000	\$19,800.00
E4	Concrete Vee Gutter	SF	\$4.00	75	\$300.00
E5	Concrete 6" Thick Sidewalk	SF	\$4.00	8600	\$34,400.00
F1	Street Name Sign	EA	\$333.00	1	\$333.00
F2	Fence - Open Iron	LF	\$19.80	400	\$7,920.00
F3	Survey Monument & Well	EA	\$666.00	1	\$666.00

**Subtotal \$228,424.00**  
**+ 10% Contingency \$22,842.40**  
**\$251,266.40**

**Round To \$250,000.00**

**Bonds Required**

- 1. Performance - 110% \$275,000.00**
- 2. Labor And Materials - 50% \$125,000.00**

## Attachment 3

**LEVOY** *& associates*  
**INSURANCE AGENCY**

November 8, 2019

To: City of Colfax

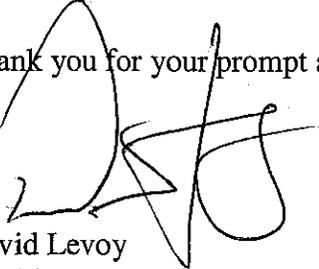
Re: D W C Construction Inc.

This letter is to state that the above insured, D W C Construction Inc., has paid for the following bonds as required from the Colfax Municipal Code 16.48.030 for the Amended Final Map:

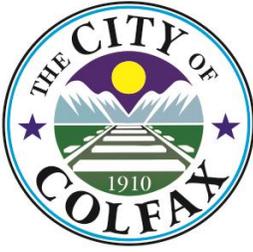
1. Performance Bond – 110% of Construction Costs or \$275,000.
2. Labor and Materials – 50% of Construction Costs or \$125,000.

All that is needed to execute the bond is the contract/agreement between the City of Colfax and D W C Construction Inc..

Thank you for your prompt attention.



David Levoy  
President  
Levoy & Associates Insurance Agency



# Staff Report to City Council

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## FOR THE NOVEMBER 25, 2019 SPECIAL CITY COUNCIL MEETING

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**From:** Wes Heathcock, City Manager  
**Prepared by:** Chris J. Clardy, Community Services Director  
**Subject:** Fire Station 37 Roof Repair Update

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> ✓	<b>Un-funded:</b>	<b>Amount:</b> \$12,975	<b>Fund(s):</b> 100-500
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2019 authorizing the City Manager to enter into a contract with Logan Roofing for the installation of a new metal roof on Fire Station 37, in amount not to exceed \$12,975.

**Summary/Background**

The City of Colfax’s Fire Station 37 roof is in a state of disrepair and the firehouse itself an eyesore. During the 2017/18 budget adoption process, City Council approved funding for fire station repair projects. These projects were rolled over into FY 2018/19 and 2019/2020. The FY 2018/19 project included a new roof for Fire Station 37 that will be funded using Fund 100-500 Buildings and Grounds.

Staff solicited quotes for the removal of the old roof and installation of either a new composite shingle roof or metal roof. At the February 27, 2019 Council Meeting, Council pulled item 4D from consent for discussion on whether the roof should be composite, staff’s recommendation, or metal. Council ultimately decided on the metal roofing and authorized the City Manager to enter into a contract agreement with Five Star Roofing in an amount not to exceed \$18,500.

From the date of the contractual agreement to the current date, Five Star Roofing was unresponsive to staff’s request for project start/completion dates and ultimately missed two start dates with no communication. Staff contacted Five Star Roofing via email and voicemail advising them of the City’s determination of being non-responsive and cancellation of the agreement.

On November 14, 2019 staff solicited an additional quote, for a metal roof, from Logan Roofing. Also staff contacted both Volt Roofing and Sherman Roofing and requested they honor their previous quotes, they agreed.

The cost breakdowns are as follows:

<b>Contractor</b>	<b>Shingle Cost</b>	<b>Metal Cost</b>
Logan Roofing	NA	\$10,380
Five Star Roofing	\$10,760	\$14,760
Volt Modern Roofing	\$12,500	\$18,425
Sherman Brother's Roofing	\$15,000	\$26,150

### **Fiscal Impact**

Staff recommends that City Council authorize the City Manager to enter into a contract with Logan Roofing for the installation of a metal roof on Fire Station 37 in an amount not to exceed \$12,975 which includes a 25% contingency (\$2,595) above the cost estimate.

### **Attachments**

1. Resolution \_\_-2019
2. Bid Proposals

**City of Colfax**  
**City Council**

Resolution № \_\_-2019

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**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LOGAN ROOFING FOR THE INSTALLATION OF A NEW METAL ROOF ON FIRE STATION 37, IN AN AMOUNT NOT TO EXCEED \$12,975**

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**WHEREAS**, the City Council of the City of Colfax approved capital improvements for structural repairs to Fire Station 37 during the 2018-2019 Fiscal Year Budget process; and,

**WHEREAS**, staff solicited quotes from three qualified roofing contractors and Five Star Roofing was awarded the contract; and,

**WHEREAS**, Five Star Roofing was unresponsive to staff and the City cancelled the contract agreement; and,

**WHEREAS**, staff solicited an additional quote and confirmed Volt Roofing and Sherman Roofing would honor their original quotes; and,

**WHEREAS**, Logan Roofing was the lowest responsive bidder; and,

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to enter into a contract with Logan Roofing for the installation of a new metal roof on Fire Station 37, in an amount not to exceed \$12,975.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 25<sup>th</sup> day of November 2019 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Joe Fatula, Mayor**

**ATTEST:**

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**Jaclyn Collier, City Clerk**



# ROOFING PROPOSAL & CONTRACT

P.O.Box 2623 Rocklin, CA. 95677 phone: 530-575-1975  
CA C-39 License # 1042043

**Customer Name:** Colfax Fire Dept.  
**Address:** 208 East Oak St, Colfax  
**Phone:** 530-368-9133  
**Email:** rogerbresnahan@gmail.com

**Total Square Footage:** 1,383  
**Existing Roof Type(s):** Composition Shingles  
**Slope:** 5/12  
**Gutters:** no

## SCOPE OF WORK

Proposed System: Snap n' Lock metal standing seam roof

We are pleased to supply you with the following scope of work:

1. Obtain County permit and coordinate inspections
2. Tear off existing comp shingle (1 layer) and dispose
3. Dry rot repair for roof if any (upon change order approval \$75 per man hour plus materials and dump fees)
4. Install Titanium synthetic underlayment by Owens Corning
5. Install Versashield fire barrier underlayment
6. Install Snap n' lock metal panels with eave, rake and ridge flashings (standard color options)
7. Install intake and exhaust vents to code
8. Clean property and leave better than we found it
9. Service with a smile

**PROPOSED PRICE:** \$18,425

Date: 2 - 15 - 19

\* quote good for 30 days

### Payment Schedule

Down Payment of \$1,000 or 10% (whichever is less) is due at the time of signature **\$1,000**

60% due at the time of material delivery **\$11,760**

Final Payment balance of \$made upon job completion **\$5,665**

Approximate start date 3-25-19 (weather permitting)

Approximate completion date 4-8-19

Accepted by: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Volt Modern Signed by: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I have received the Notifications, Disclosure, Terms and Agreements and approve: \_\_\_\_\_(initial)

I have received my "3 day right to cancel notice": \_\_\_\_\_(initial)

\*see beck for terms & conditions

**You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.**

**Three Day Right to Cancel:** You, the OWNER/BUYER, have the right to cancel this contract within three business days. You may cancel by, e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor’s place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the agreement and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor’s instruction on how to return the goods at the contractor’s expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for the performance of all obligations under the contract. **Mechanics Lien Warning:** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanic’s lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanic’s liens and sue you in court to foreclose the lien. If a court finds the lien valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a “20 day Preliminary Notice”. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Lien Notices you received. **PAY WITH JOINT CHECKS.** One way to protect yourself, is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. **For other ways to prevent liens,** visit CSLB’s website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call the CSLB at 1-800-321-CSLB (2752) **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

**Lien Release:** Upon Satisfactory investment being made for any portion of the work performed, the contractor shall, prior to any further investment being made, furnish to the person contracting for the home improvement work a full and unconditional release from any claim or mechanics lien pursuant to Sec 3114 of the Civil Code for that portion of work for which the investment has been made. **Information about the Contractors State License Board (CSLB):** The CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to the CSLB. (Volt Modern’s Contractor License number is #1042043) Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, The Contractors State License Board may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor’s employees. **For more information:** VISIT CSLB’s website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or CALL the CSLB at 1-800-321-CSLB (2752) or WRITE to the CSLB at P.O. Box 26000, Sacramento, CA 95826 **Performance and Payment Bonds:** You may require the contractor supply you with a payment or performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond.

This payment and performance bond as well as a copy of the construction agreement should be filed with the county recorder for your further protection. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity. Should an additional bond be required, it will be obtained at an “ADDITIONAL COST” to the OWNER/BUYER. **Commencement of work:** Failure of Volt Modern without lawful excuse to substantially commence work within 20 days from the approximate date specified in the agreement when work will begin is a violation of the Contractor’s License Law. In the event that the commencement of completion of the work is delayed for any reason not the fault of Volt Modern, the date of commencement and completion of the scope of work shall be postponed for a time equivalent to any such delay. If work has not commenced within 60 days from the date of this agreement for any reason beyond Volt Modern’s control, Volt Modern may, at its option, cancel this agreement by giving OWNER/BUYER notice thereof. If work in progress is delayed for more than 30 days for any reason not the fault of Volt Modern and may, at its option, cancel this agreement by giving OWNER/BUYER notice thereof. OWNER/BUYER shall pay to Volt Modern all costs incurred plus forty percent to cover overhead and profit.

**Extra or Change Order Work:** Extra or change order work will NOT be performed without written notice/approval. Extra Work and Change Orders will become part of the agreement once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or changes, the cost to be added or subtracted from the agreement, and the effect the order will have on the schedule of progress investments.

**Commercial General Liability Insurance:**

**Workers Compensation Insurance:** Volt Modern carries workers’ compensation insurance for all of its employees.

Workers Compensation insurance is required by law if a contractor or individual has employees. Without the proper insurance, the home owner/OWNER/BUYER or building owner may become liable for the employees well-being in the event of an accident. Sub-Contractors or independent labor contractors will be responsible for their own Insurances. **Arbitration of Disputes:** Any Controversy or claim arising out of or related to this contract, or the breach thereof. Shall be settled by binding arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association. And the judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction Thereof. Claims within the monetary limit of the small claims court shall be litigated in such court at the request of either party, so long as both parties limit their right to recovery to the jurisdiction of the small claims court. Any claim filed in small claims court shall not be deemed to be a waiver of the right to arbitrate, and if a counter claim in excess of the jurisdiction of the small claims court is filed in the municipal or superior court. Then the party filing in small claims court may demand arbitration pursuant to this paragraph. Notice: by initialing in the space below you are agreeing to have any dispute arising out of the matters include in the arbitration of disputes’ provisions decided by neutral arbitration as provided by California Law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial, by initialing in the space below you are giving up judicial rights to discovery and appeal. Unless those rights are specifically included in the arbitration of disputes’ provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the business and professionals code or other applicable laws. Your agreement to this arbitration provision is voluntary.

**We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the “arbitration of disputes” provision to neutral arbitration. I(we) agree to arbitration(initial) \_\_\_\_\_ DATE \_\_\_\_\_**

**LOGAN ROOFING**  
P.O. Box 148 Weimar, CA. 95736  
(530) 637-4555  
Lic. #839965

**PROPOSAL AND ACCEPTANCE**

PROPOSAL SUBMITTED TO <u>City of Colfax</u>		PHONE <u>(530)346-2313</u>	DATE <u>11/21/2019</u>
STREET <u>33 South Main Street</u>		JOB NAME	
CITY, STATE AND ZIP CODE <u>Colfax Ca 95713</u>		JOB LOCATION <u>Firehouse 37 134 North Star Ave</u>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Re-roof Firehouse 37

1. Remove existing roof and dispose of debris.
2. Replace any dry rot found at \$60.00 per hour plus materials.
3. Apply 30lb felt underlayment.
4. Install eave trim.
5. Install metal panels.
6. Install metal gable trim.
7. Install metal ridge caps.

**CALIFORNIA ONLY:**

**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, 9821 Business Park Dr., Sacramento, CA 95827

5 year workmanship warranty

10 year manufacturers warranty.

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

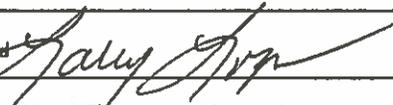
Ten Thousand Three Hundred Eighty dollars (\$ 10,380.00 ).

Payment to be made as follows:

Material deposit due or paid to Diamond Pacific before start of  
job. Remainder due upon completion.

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_