

# **COUNTY OF LAKE**

Public Services Dept.
333 Second Street
Lakeport, CA 95453
Telephone (707) 262-1618
FAX (707) 262-0973

Lars Ewing Director

Kati Galvani Deputy Director

DATE: 05/17/2022	DATE:	05/17/2022	
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Purchase Order No. <u>1778-6160-051722</u>

This is an original order

Reference. CHRoof/PS22-10

All prices listed below are F.O.B. delivery point

Department. Public Services Dept.

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Delivery Pt Lake County Courthouse

255 N. Forbes Street St. Lakeport, CA 95453

Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105-2197

Delivery Date <u>ASAP</u>

	1	
Roofing Material Purchase, as described in the attached proposal, dated 04/21/22, to be paid by the Administration Department.  All invoices must be mailed to: Public Services Dept. 333 Second Street Lakeport, CA 95453  CMAS Contract #4-20-56-0006A		\$249,323.11
2 '-	Total:	\$249,323.11



# COUNTY OF LAKE Public Services Department 333 Second St. Lakeport, CA 95453 Telephone (707) 262-1618 FAX (707) 262-0973

Lars Ewing
Director
Kati Galvani
Deputy Director

TERMS & CONDITIONS FOR PURCHASE ORDER NO. 1778-6160-051722

Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105-2197

By acceptance of the attached purchase order, contractor agrees to, and represents compliance with, the following:

<u>LICENSE</u>: Contractor represents that he is properly licensed and will utilize properly licensed subcontractors for the work herein.

**LABOR CODE COMPLIANCE**: Contractor shall be in compliance with all provisions of the California Labor Code in its most current form, including but not limited to the following which is not meant to be exhaustive and is subject to change:

<u>Wage Rate</u>: Contractor shall pay to each worker on this project, not less than the general prevailing rate of per diem wages in accordance with Section 1771 of the Labor Code. Contractor represents that his labor bid reflects prevailing wage rates as determined by the Director of Industrial Relations pursuant to the California Labor Code, Sections 1771 and 1773.1. In compliance with Section 1773.2 of the Labor Code, County maintains copies of the prevailing rate of per diem wages on file at its Administrative Offices and said copies shall be made available to any interested party on request. Further, the General Prevailing Wage Rates are available from the California Department of Industrial Relations' Internet web site at <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>. In further compliance with Section 1773.2, Contractor shall, on behalf of County, cause a copy of the prevailing wage rate(s) to be posted at each job site.

<u>WORKSITE MAINTENANCE</u>. Contractor shall at all times, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work and shall maintain material stockpiles in a neat, safe and orderly manner. Upon completion of the construction, Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operation. In the event that the Contractor does not properly clean up promptly, the County may separately contract to do so and withhold the cost from the Contractor.

<u>CORRECTION OF WORK.</u> Contractor shall, at his own expense, correct or remove and replace any work not performed in conformance with the specifications or not performed to the satisfaction of the County Facilities Maintenance Superintendent or his designee.

INSURANCE: CONTRACTOR shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained

<u>Workers' Compensation Insurance:</u> Contractor shall secure and maintain, at CONTRACTOR'S own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance for all employees to be engaged in work.

Commercial General Liability: CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001), for bodily injury, personal injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

<u>Automobile Liability Insurance:</u> Contractor shall secure and maintain, at CONTRACTOR'S own expense, during the term hereof, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence.

<u>Subcontractors</u>: CONTRACTOR shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to COUNTY for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by CONTRACTOR hereinafter

<u>Additional Insured Endorsement:</u> Provisions The Commercial General Liability and automobile polices are to contain, or be endorsed to contain, the following provisions:

The COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85 or its equivalent. CONTRACTOR shall not commence work under this Contract until he has had delivered to COUNTY the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### Other Insurance Provisions:

- (a) For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- (b) Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either: CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions; or CONTRACTOR shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (c) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- (d) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking other actions as is available to it under any other provision of the Agreement or law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

<u>INDEMNIFICATION</u>: By acceptance of the attached purchase order, Contractor agrees to indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.



## THE GARLAND COMPANY, INC.

High Performance Roofing And Flooring Systems

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197 PHONE: (216) 641-7500 • FAX: (216) 641-0633 NATIONWIDE: 1-800-321-9336 Vince Harper 209-712-8780

April 21, 2022

Lake County Courthouse 255 N. Forbes St., Lakeport CA, 95485

RE:

2022 Roofing Project - Courthouse

# CMAS Contract #4-20-56-0006B (Must Appear on the P.O.) Invoice will reflect 1% discount from State of California.

Contractor will be responsible to coordinate material orders with Garland, unload all materials delivery, safely and securely stage materials and load all materials to roof. The following are the materials needed to complete

Quantity of Product	Product Description	form	Price	Ext
86	Stressbase 80 (4411-80) Field Base Sheet	150 sq. ft. roll	\$249.00	\$21,373.16
103	Green-lock Plus Membrane Adhesive 2 gal./sq.(7306-5-M) Field Base			
	Sheet Adhesive	5 GL PAIL	\$411.00	\$42,334.32
8		200 sq. ft./roll (68' 7"		
	Versiply 40 (4363-40-G) Flashing Base Sheet	x 3' 3")	\$347.00	\$2,795.09
15	Green-Lock® Flashing Adhesive (7306-3-M) Flashing Base Sheet			
15	Adhesive	3.5 GL Paill	\$346.00	\$5,190.00
32	KEE Stone FB 60 (9500-50) Field Cap Sheet	400 sq. ft. roll	\$2,488.00	\$80,084.99
5	KEE-Stone NF 60 Flashing - 200 sq. ft. (9501-NF) Flashing Cap Sheet	200 sq. ft./roll	\$1,300.00	\$6,500.00
5		25 sq.ft./roll (6" x		
ر ا	KEE-Stone Utility Roll 25 sq.ft./roll (9504)	50' roll)	\$170.00	\$850.00
15	KEE -Lock Foam Box Set (7350-10) Cap Sheet Adhesive	2000 sq. ft.	\$1,199.00	\$17,985.00
5	Tuff-Flash Plus LO (A&B) (7817-3) - 2- part Trowel Grade Flashing and			~
J	Pitch Pan Sealer	3 GL Pail	\$509.00	\$2,545.00
4	KEE-Lock Mastic. 3 gl pail (7303-3) Mastic	3 GL PAIL	\$357.00	\$1,428.00
3	Garmesh. 150'x 6" roll. (4840-6) Mastic Reinforcement	150'x 6" roll	\$73.00	\$219.00
1	Green lock Sealant XL Case (2139) - 12 Sausages/Case	20 OZ SAUSG	\$372.00	\$372.00
50	R-MER SS FLAT STOCK 22 ga. Kynar Coated Galvanized Steel - Standard			
50	color (SSFS22STD)	4 x 10 sheet	\$129.00	\$6,450.00
				1-2
	30 Year NDL Warranty Included			
	Inspections Included			
- N	R-MER EDGE COPING Stretchout = 24.01" - 48"		11.07.52	force library
	22 ga. Steel, Kynar Coated			
537	COPING CAP Coping x 120" w/ 2 - 16 GA Chairs & 6" Splice Plate	ln. ft.	\$26.40	\$14,176.80
20	MITER	ea.	\$424.20	\$8,484.00
2	END CAP	ea.	\$208.85	\$417.70
2	TRANSITION	ea.	\$631.85	\$1,263.70
2	TEE	ea.	\$840.60	\$1,681.20
Proposal	prepared by: Vince Harper, The Garland Company, Inc.	Sub total		\$214,149.95
r roposar j	prepared by: Vince traiper, the Garland Company, Inc.			
To accept	this proposal, sign, date here and return to vharper@garlandind.com			
	, 50	1% Discount		\$2,141.50
Signed		Total Minus Discount		\$212,008.45
		Tax:	8.75%	\$18,550.74
	l	Est EDELCUT		640 800 -
Date:		Est. FREIGHT		\$18,763.92
0.023		Total		6240 222 44
The Garla	nd Company, Inc. Phone, 209,712,8780 Email, vharper@garlandind.com	Total		\$249,323.11