



Date: March 13, 2025

To: Board of Directors

From: David Aranda, Interim General Manager

Subject: Discussion And Direction In Replacing The Roofing On The Recreation Building At A Cost Not To Exceed \$80,000

Recommendation

The IGM is looking for a discussion that determines the thought process of what type of roof to place on the Recreation Center, the timing moving forward with a roof replacement and a dollar amount approved by the Board so that the project does not need to be brought back to the board for approval.

The \$4,000 repair on the Community Center roof is within my authority to approve without board approval.

Background

I am not sure when the roof that currently exists on the recreation building was installed, but the inspection of the building that took place about one year ago stated that the roof was worn and to expect leaks. The past two storms generated leaks in various parts of the recreation building.

The agreement between KPPCSD and KCC included an annual payment from KCC of \$30,000 each year to be placed in a dedication account for capital items. The account currently has \$61,000 in it from two years of payment from KCC.

The attached quotes involve one quote for a metal roofing system at \$78,200. This seems high but in relation to the advantages of a metal roofing it might be more cost effective in the long run.

The other respective quotes were \$28,000, \$22,600 and \$18,500 for a shingles make up.

There is one other factor in this request, a few months ago PG&E through a private vendor did an inspection on the recreation building and that included seeing if there were advantages to installing solar panels on the roof. I do not have their response as yet. What is important to note is the possibility of the District receiving either some credits or some actual money from PG&E on improvements to the roof and other equipment in the building.

Replacing the Roofing on the Recreation Building

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You will see another two quotes of \$4,000 and \$3,200 respectively to make repairs to the Community Center roof.

Exhibit (s)

- Victor Remodel & Construction Roof Estimate
- Roof Solutions Inc Roof Estimate
- Fernando Herrera Proposal

Victor Remodel & Construction

381 So 37th St

Richmond CA 94804

CA License # 1043911

Estimate for 59 Arlington AV, Kensington CA

The estimate is for tear down roof, re-roof a house located at the address above mentioned the building is (about _____ Lf X _____ Lf)

*Tear down up to 2 layers of existing roof

*Install up to 100 linear feet of edge or drip flashing

*Install underlayment, nails, and roofing materials with underlayment and roof material included for about 3600 sf (36 square's) the type of shingles is 30 years asphalt roof shingles

*Fees for pulling permit from city

Contractor will provide water proof paper, asphalt shingles, nails or staples to complete the job, the permit fee is included on this price

This roofing work is guaranteed for 10 years starting the day of completion of the project. Roof have 30 years warranty from factory

The total cost of this job is \$22,600 USD if the project needs some other extra work we need to talk and discussed between both parties contractor and employer to get an agreement to do extra work , the payment for this job should be made two payments, half the day of sign the contract and second once the job is completed and approved for the city or employer. Any other concern in the process should be discussed between parties.

**Roof Solutions Inc**

4599 Pace Lane
 Vacaville, CA 95688
 Phone: 707-449-7663
 License No. 1046710

Company Representative

Mike Murphy
 Phone: (707) 366-5966
 Mike@roofsolutionsca.com

David Aranda
 Fernando Herrera
 59 Arlington Avenue
 Kensington, CA 94707
 510-774-0484
 fernando1970herrera@gmail.com
Daranda@kppcsd.org

Proposal

Roof Solutions Inc. hereby proposes to furnish all materials and perform all labor necessary for the completion of the Re-Roof located at:

59 Arlington Avenue
 Kensington, CA 94707

Roof Solutions Inc:

- Remove and dispose of 1 layer of existing roofing.
- **Inspect roof for dry rot, replace upon approval at T&M rates.**
- Install HT peel and stick underlayment over the existing roof deck. Class A fire rated
- Install hook eave edge metal at eaves.
- Install Taylor metals versa span 24 gauge 18" standing seam metal roofing system. **Color:**
- Install pre-painted metal trim at all valleys, hips, rakes, gable, and eave and wall transitions.
- Gable trim to be installed with cleat, no exposed fasteners.
- Install roof flashings and paint to match roof.
- Price includes taxes, licenses, and loading of material.
- Clean up and haul away all work-related debris.
- 10-year workmanship warranty.

Trees to be trimmed for material delivery

Total Cost: \$78,200.00

Installation shall be in accordance with roofing products published application recommendations. All permits and necessary inspections are to be ordered and scheduled by Roof Solutions Inc.

Job Start: TBD

Estimated Completed: 10-12 days pending weather.

Per California State Building Code, all dry rot must be replaced on all permitted properties. Dry rot replacement will be charged at time and material. Labor rate at \$75.00 per man hour: _____

Payments Schedule:

10% deposit upon commission of contract:

50% draw when the roofing materials are delivered:

Balance upon completion:

Any alteration or deviation from the 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 are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance upon above work. Roof Solutions Inc complies with all city, county and state required insurances including workmen's compensation.

NOTE: ROOF SOLUTIONS INC. WITHIN THREE BUSINESS DAYS OF SIGNATURE MAY WITHDRAW THIS CONTRACT.

All start times and finish times are subject to change due to weather, material availability, and/ or any unforeseen circumstances. A late charge of 1.5% monthly will be added to all accrued balances not paid. All properties are liable to lien due to nonpayment. If you sign this contract, you are liable for all fees, court costs, and any other charges stemming from the lien process, small or large claims court, and all legal fees *if customer is at fault*.

Submitted By:

Signature
Mike Murphy
707-366-5966
SP 140890

Date

Approved By:

Signature

Date

Printed Name

License Information

“State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working – if the total price of the job is \$500 or more (including labor and materials).

“Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with your complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his employees.”

“You may contact the Contractors State License Board to find out if this contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the government pages of the white pages for the office nearest you of call 1-800-321-CSLB for more information.”

FILING A COMPLAINT

“Contractors are required by law to be licensed and regulated by the Contractors State Licensing Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826”

-NOTICE TO OWNER-

(Section 7018.5 Contractors license law)

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity that helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien

against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder, which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and 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 contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity. (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar. (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property; therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid. (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, Subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

In accordance with California State Proposition 65 which states in part:

Section 25249.5 Prohibition on Contaminating Drinking Water with Chemicals Known to Cause Cancer or Reproductive Toxicity.

No person in the course of doing business shall knowingly discharge or release a chemical known to the state to cause cancer or reproductive toxicity into water or onto or into land where such chemical passes or probably will pass into any source of drinking water, notwithstanding any other provision or authorization of law except as provided in Section 25249.9.

Roof Solutions Inc is hereby informing our customer and any other entities tied to them of the following warning.

Asphalt shingles, clay tiles, concrete tiles, spray paint, treated lumber, fiberglass felt paper, and/or any other materials used in the installation of residential and/or commercial roofing contain chemicals that are known to the State of California to cause cancer, birth defects, or other reproductive harm.

Preparation for Homeowner

___ Animals- Make sure all animals are locked up either inside or in a kennel. We are NOT responsible for animals getting out.

___ Access- Make sure roofers have access to the backyard and garage to blow out debris.

___ Attics- For tear offs Roof Solutions Inc. does not clean out attic spaces.

___ Dust/Debris- Cover anything in the garage/attic that you do not want to get dirty or broken.

___ Plants- Cover all plants outside before job starts. Not responsible for damage to plants due to unforeseen circumstances.

___ Pool- Cover your pool. The roofers are not responsible for debris in pool.

___ Driveway- Make sure driveway is clear. No vehicles in driveway.

___ Noise- Let your neighbors know roof construction will make noise.

___ Electricity- Roofers could need access to electricity.

___ Antennas- We do not take antennas down off the roof unless we are disposing of it. Re-aligning antenna/dish is the homeowner's responsibility after roofers are completed with job.

___ Solar- We are not responsible for any plumbing connections on solar units.

___ Air Conditioner- We are not responsible for any air conditioner ductwork connections on the roof.

___ Wiring- We are not responsible for damage to security wires, cable wires, telephone wires, electrical wires, etc. that may be damaged during the re-roof process if not up to code.

___ In Progress- For safety reasons, please stay off the roof while roof work is in progress.

___ Interior Damage- We are not responsible for any interior damage due to roofers working on the roof. Such as nail pops in drywall, cracks in drywall, anything falling off the wall, any cracks in paint, etc. During the re-roof we are not responsible for broken items such as light bulbs, wall hangings, etc.

___ Driveway- We are not responsible for cracks or damage to driveways.

___ Dry Rot- Per local building code dry rot must be repaired to pass final inspection. If homeowner is unavailable, the crews will automatically repair at time and material.

___ 20 Day Notice from Material Supplier, standard protocol certified letter in mail.

Other items discussed with homeowner, other than regular job preparation, must be disclosed in writing below and signed by homeowner.

Please sign if you have read and understand everything on this sheet.

Proposal



Company Name

Fernando Herrera
 550 27th St Richmond Ca. 94804
 510-774-0484
 fernando1970herrera@gmail.com

Proposal Submitted To David Aranda	Date Mar 6, 2025
Address 10940 San Pablo Ave.	Phone
El Cerrito Ca. 94530	E-mail Address
Job Name and Location 59 Arlington Ave	
Kensington Ca.94707	
We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows: <p style="text-align: center;">PROPOSAL</p> <p>Good afternoon this proposal is for kcc building roof replacement. And for repairing several leaks at Community Center.</p> <p>To remove two layers of existen Roofing material approximately 3600 ft.² the type of shingles that will be installed is the 30 year asphalt roof shingles. I will provide the roofing paper asphalt shingles nails staples to complete the job. Any wood found underneath rotted will be extra charge for replacement. Total amount for kcc building \$18,500 total amount for patching leaks at Community Center \$3,200</p> <p style="text-align: right;">Total proposal amount \$21,700.00</p> <p style="text-align: center;">Thank you, Fernando Herrera.</p>	
We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: <input style="width: 100px;" type="text"/>	Authorized Signature: _____
Note: This proposal may be withdrawn by us if not accepted within: <input style="width: 50px;" type="text"/> days.	
Accepted: 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: Mar 6, 2025	