

**City of Carson City  
Agenda Report**

**Date Submitted:** April 11, 2011

**Agenda Date Requested:** April 21, 2011

**Time Requested:** 5 minutes

**To:** Mayor and Supervisors

**From:** Purchasing & Contracts

**Subject Title:** Action to authorize all City departments to utilize Contract # 09-5408 for Roofing Supplies and Related Products and Services through Cobb County Georgia/U.S. Communities Governmental Purchasing Alliance which Contract # 09-5408 was approved by the U.S. Communities Governmental Purchasing Alliance and which is exempt from competitive bidding pursuant to NRS 332.115 subsection 1 (m) and NRS 332.195 providing Carson City's approved funding and purchasing procedures are followed (File No. 1011-213) *(Kim Belt)*

**Staff Summary:** Carson City signed up to be a participating Public Agency in the U.S. Communities program and therefore is eligible to use all of the U.S. Communities program contracts. The Garland Company was the winning contractor with U.S. Communities to provide the roofing products Carson City would like to use for the repairs/restoration of the Community Center Facility Roof.

**Type of Action Requested:** (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to authorize all City departments to utilize Contract # 09-5408 for Roofing Supplies and Related Products and Services through Cobb County Georgia/U.S. Communities Governmental Purchasing Alliance which Contract # 09-5408 was approved by the U.S. Communities Governmental Purchasing Alliance and which is exempt from competitive bidding pursuant to NRS 332.115 subsection 1 (m) and NRS 332.195 providing Carson City's approved funding and purchasing procedures are followed (File No. 1011-213) *(Kim Belt)*

**Explanation for Recommended Board Action:** Pursuant to **NRS 332.115 subsection 1(m) and NRS 332.195**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding and authorize all city departments to be able to place orders from this contract providing Carson City's approved funding and purchasing procedures are followed.

**NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.**

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State; are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

**NRS 332.195 Joinder or mutual use of contracts by governmental entities.**

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

**Applicable Statue, Code, Policy, Rule or Regulation:** NRS 332.115 subsection 1(m) and NRS 332.195

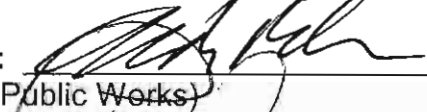
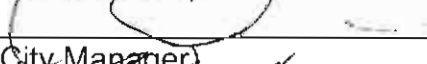

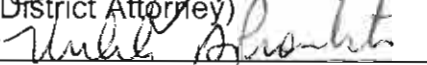
**Fiscal Impact:** \$275,000.00

**Explanation of Impact:** If approved the below referenced account could be reduced by \$275,000.00.

**Funding Source:** Community Center Roof Account – 254-5046-452-71-25.

**Supporting Material:** Authorization letter, U.S. Communities Contract, Response from Garland/DBS, Inc., and Facility Summary.

**Prepared By:** Kim Belt, Purchasing and Contracts Manager

<b>Reviewed By:</b> 	Date: <u>4/11/11</u>
(Public Works)	
	Date: <u>4/11/11</u>
(City Manager)	
	Date: <u>4/11/11</u>
(District Attorney)	
	Date: <u>4/11/11</u>
(Finance Director)	

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



04/05/2011

Ms. Sandy Scott  
Purchasing and Contracts Coordinator  
Carson City Purchasing Department  
3303 Butti Way # 9  
Carson City, NV 89701

**Subject: Roofing Contract Availability to Carson City, NV**

Ms. Scott,

This letter is to confirm that Garland/DBS, Inc. offers our Master Agreement terms, conditions and pricing to Carson City, NV based upon our commitments to Cobb County, GA and U.S. Communities Governmental Purchasing Alliance, as well as, Carson City, NV's participation in the U.S. Communities program. Cobb County, GA, the Lead Public Agency that holds the U.S. Communities Master Agreement for Roofing Supplies and Related Products and Services, along with all of the other agencies that make up the Advisory Board of U.S. Communities, has made their contract(s) available for Participating Agencies to use through the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) attached herein.

The second recital of the MICPA establishes this desire:

**"WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;"**

When Carson City, NV signed up to be a Participating Public Agency in the U.S. Communities program, they became eligible to use all of the U.S. Communities program contracts. Garland/DBS, Inc. will use the terms, conditions and pricing of our Master Agreement when working with Carson City, NV under a U.S. Communities program purchase. Should you require any additional information on this process, please contact me at (440) 829-8562 or send an e-mail to [fpercaciante@garlandind.com](mailto:fpercaciante@garlandind.com).

Respectfully,

Frank Percaciante  
Division Controller  
Garland/DBS, Inc.



**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



### **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Darren C. Muci

RFP 02-04-011 BOE Approval 1/13/03

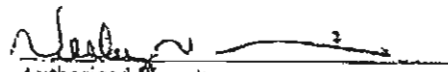
\_\_\_\_\_  
Name and Title of Signer

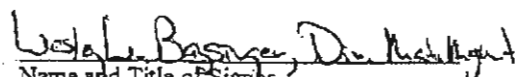
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Date

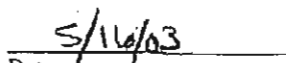
### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature

  
Name and Title of Signer

  
Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John C. Trunk  
Authorized Signature

JOHN C. TRUNK  
PROCUREMENT SERVICES DIRECTOR  
Name and Title of Signer

10-23-03  
Date



### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools, MD (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John K. Miller  
Authorized Signature

JOHN R. MILLER, Director of Procurement  
Name and Title of Signer  
Harford County Public Schools

10/24/03  
Date

**EXAMPLE OF LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

by:  
Joe Sandoval, Division Manager  
Purchasing & Contract Services  
County of Los Angeles

1-2-06

Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

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Request for Proposal  
ROOFING SUPPLIES AND RELATED SERVICES  
No. 06-40021  
Unified School District 259 -  
Wichita (KS) Public Schools  
BOE Approval 06/12/2006



\_\_\_\_\_  
Authorized Signature

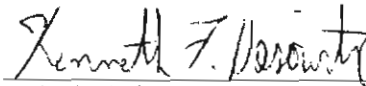
Darren Muci, Division Director  
\_\_\_\_\_  
Name and Title of Signer

June 14, 2006  
\_\_\_\_\_  
Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Los Angeles (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

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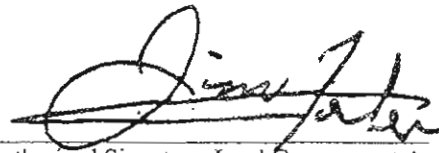
  
\_\_\_\_\_  
Authorized Signature, Lead Government Agency

12-6-07  
Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the Dallas County, TX. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

A handwritten signature in black ink, appearing to read "Jim Faber", written over a horizontal line.

Authorized Signature, Lead Government Agency

November 27, 2007  
Date

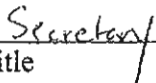
**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
CERTIFICATE**

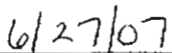
I hereby acknowledge, on behalf of the California Statewide Communities Development Authority (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreement and purchase of products (in this case, licenses) that from time to time are made available by the Lead Public Agency to Participating Public Agencies through U.S. Communities. Copies of the Master Agreement and any amendments thereto made available by Lead Public Agency will be provided to Supplier and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more products (in this case, licenses) under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



\_\_\_\_\_  
Authorized Signature, California Statewide  
Communities Development Authority

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

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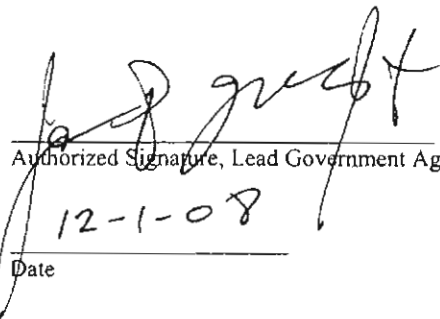
  
\_\_\_\_\_  
Dean A. Tistadt, Chief Operating Officer  
Fairfax County Public Schools

1/29/05  
Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City/County of Denver. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_  
Authorized Signature, Lead Government Agency

12-1-08  
\_\_\_\_\_  
Date



**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

*Cathy A. Muse*

Authorized Signature, Lead Government Agency

*April 15, 2009*

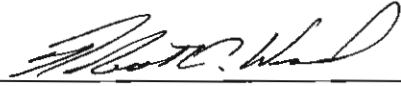
Date

**Lead Public Agency Certificate**

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Authorized Signature, Lead Government Agency

Robert D. Wood

04 / 2 / 09

Date

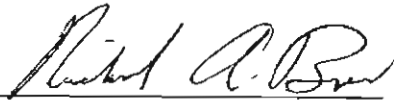
3

**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Cobb County, Georgia (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

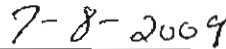
I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency



Printed Name



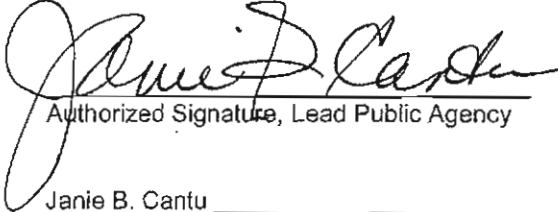
Date

**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of City of San Antonio [LPA] (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Public Agency

Janie B. Cantu \_\_\_\_\_  
Printed Name

4/10/09  
Date



# Facility Summary

Client: Carson City

Facility: Community Center



## Facility Data

**Address 1:** 3303 Butti Way Building 9

**Address 2:** -

**City:** Carson City

**State:** NV

**ZIP:** 89701

**Type of Facility:** Municipal

**Square Footage:** 44,000

**Contact Person:** Bob Keith

## Notes

## Roof Sections

Name	Date Installed	Square Footage	Roof Access
Community Center Entire Roof Section	unknown	44,000	Internal Roof Hatch



# Facility Drawing

Client: Carson City  
Facility: Community Center





# Construction Details

Client: Carson City  
Facility: Community Center  
Roof Section: Community Center Entire Roof Section

## Roof Info

**Year Installed:** unknown  
**Slope Dimension:** 1:12  
**Roof Access:** Internal Roof Hatch  
**Square Footage:** 44,000  
**Roof Height:** 25 feet  
**System Type:** Modified BUR

## Roof Assembly

Roof #	Layer Type	Description	Attachment	Insulation R-Value	Insulation Thickness
1	Deck	Metal		-	-
1	Insulation	Lightweight concrete fill		-	-
1	Base Sheet	1 ply base sheet		-	-
1	Membrane	Mod Bit - 2 ply mineral surfaced	Hot applied	-	-

## Details

**Perimeter Detail:** Parapet Wall, Drip Edge  
**Flashing Material:** Modified Membrane  
**Drain System:** Internal Roof Drains, Gutter System  
**Parapet Wall:** Masonry  
**Coping Cap:** Metal

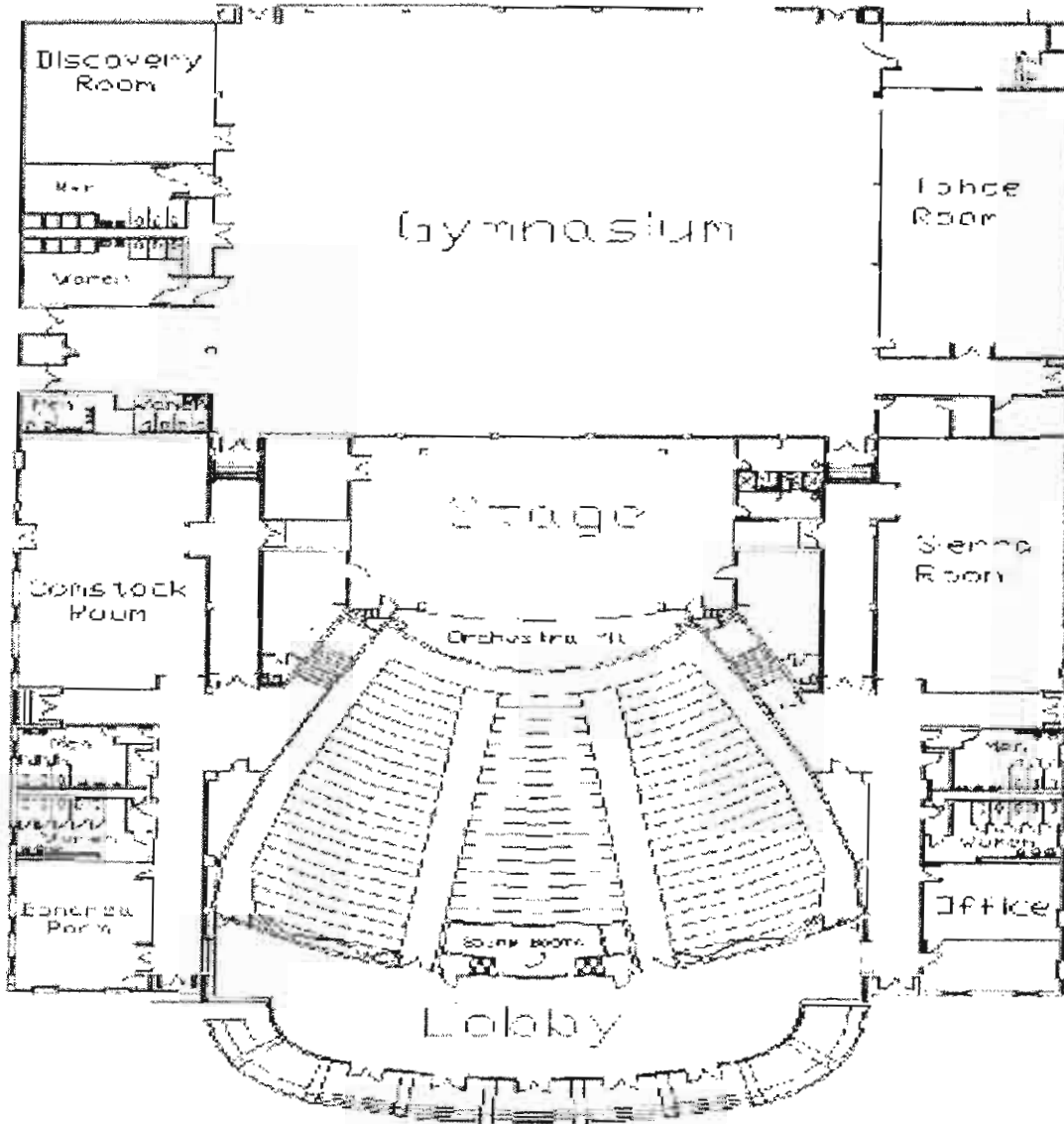


# Roof Drawing

Client: Carson City

Facility: Community Center

Roof Section: Community Center Entire Roof Section







# Inspection Report

Client: Carson City  
Facility: Community Center  
Roof Section: Community Center Entire Roof Section

Report Date: 11/16/2010

## Inspection Information

**Inspection Date:** 11/16/2010  
**Inspection Type:** Visual Inspection  
**Deck Conditions:** Good  
**Core Data:** No  
**Leakage:** Yes

## Flashing Conditions

**Perimeter:** Poor  
**Projections:** Fair  
**Wall:** Good  
**Counterflashing:** Fair

## Miscellaneous Details

**Reglets:** Fair  
**Control/Expansion Joints:** N/A  
**Parapet Wall:** Fair  
**Debris:** Yes  
**Ponding Water:** Moderate  
**Coping Joints:** Fair

## Perimeter

**Rating:** Poor  
**Condition:** Perimeter of roof is in poor condition, issues effecting roof are:  
Metal edge seams have torn mineral cap sheet and inter plies from expansion and contraction

## Field

**Rating:** Poor  
**Condition:** Field rating is poor, issues effecting field of roof are:  
Granulars have lost adhesion from cap sheet and ply is being exposed to UV and water damage, blisters are present, indicating moisture is trapped under cap sheet, and ridges are present which indicates cap sheet has lost adhesion from decking

## Penetrations

**Rating:** Fair  
**Condition:** Penetrations in fair condition, minor repairs need to be made to cap sheet

## Drainage

**Rating:** Fair  
**Condition:** Drainage is fair on lower slope, water is ponding behind walk pads and HVAC units

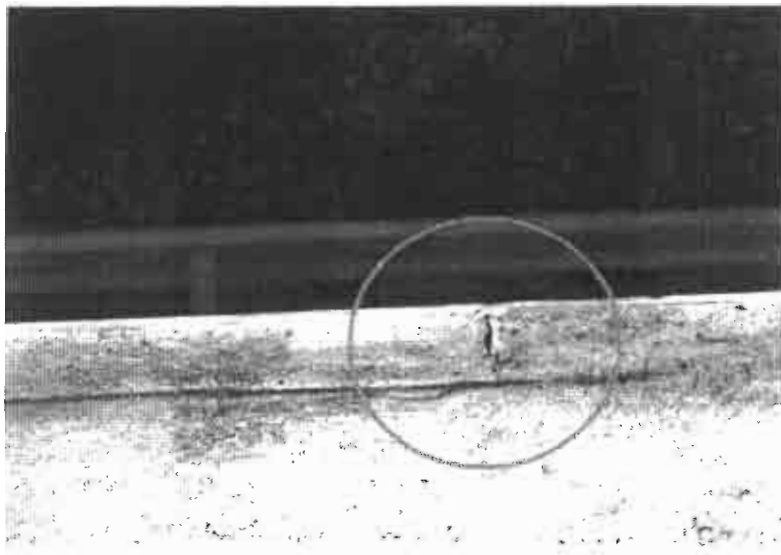
## Overall

**Rating:** Poor

**Condition:** Overall condition of roof system is poor, the granulars on the mineral cap sheet have lost adhesion and the piles are now exposed to UV and water damage, this will accelerate the damage to the membrane. Blisters are present which indicates moisture is present in roof system. A complete restoration or replacement are the options available at time roof was inspected



View of lower overhang section of roof system, notice granular loss on mineral cap sheet



Metal edge has damaged/torn mineral cap sheet.



Damage at all seams on edge metal, the existing mineral cap sheet is not strong enough to with stand the expansion and contraction of the metal



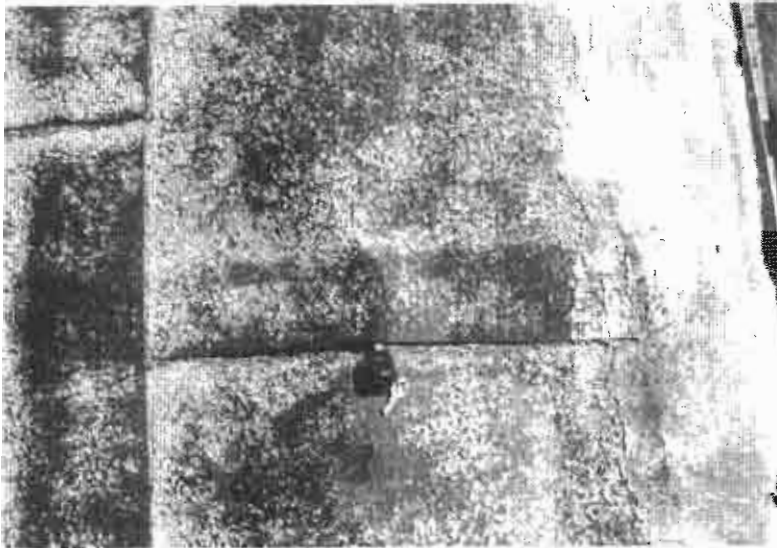
Granulars have lost adhesion from cap sheet, UV and water will accelerate the deterioration of the material



Previous repairs to roof system



Existing walk pads are deteriorated or missing



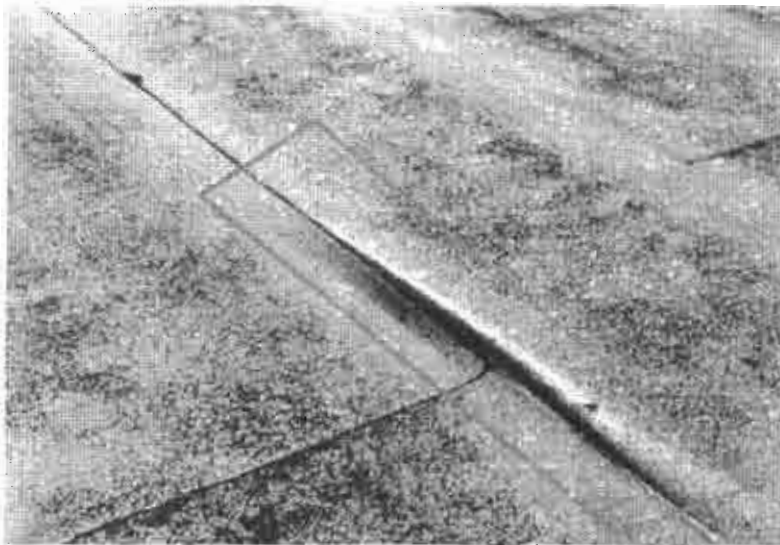
Seam separation, water enters here



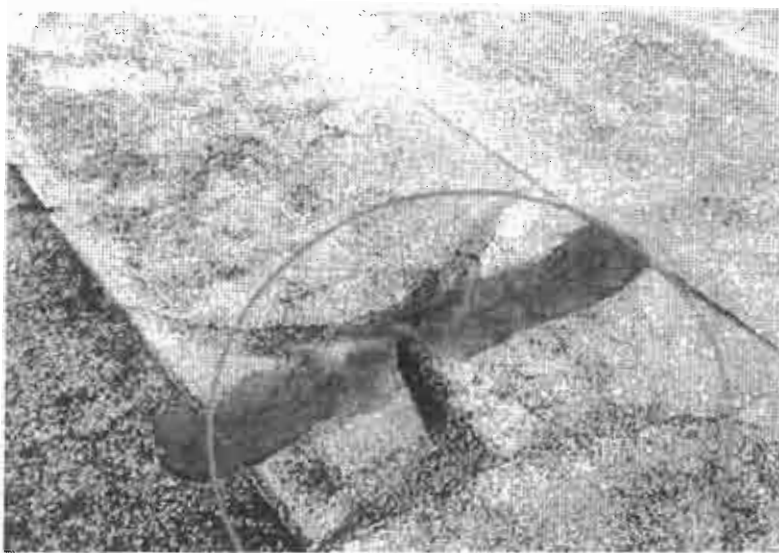
Overall view of upper section of roof system



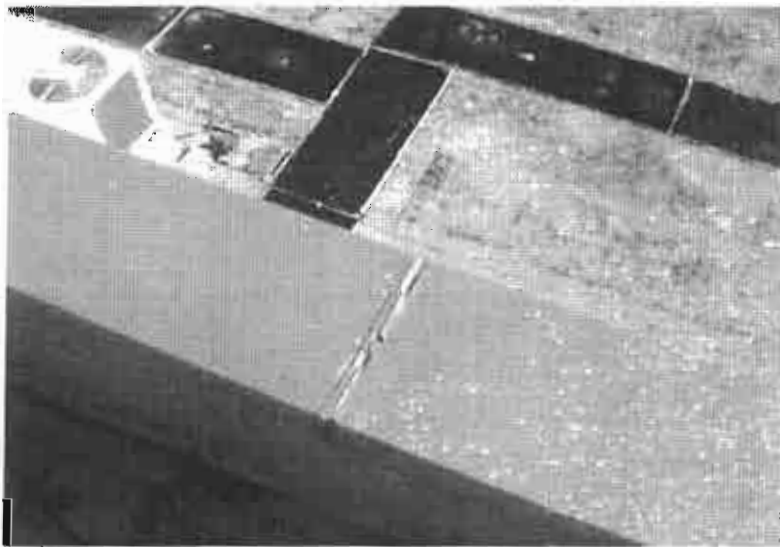
Seam separation and blisters in roof system. The blister is formed when water enters roof system and water vapors damage inter plies of roof



More blisters

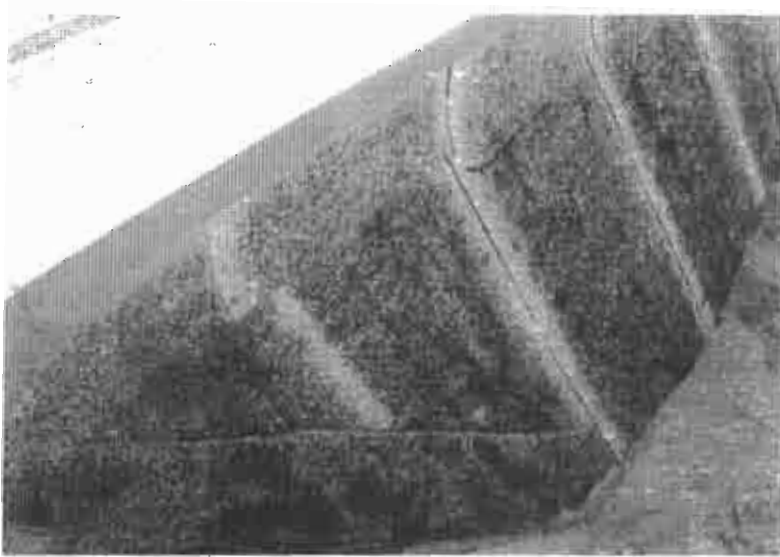


Damaged membrane

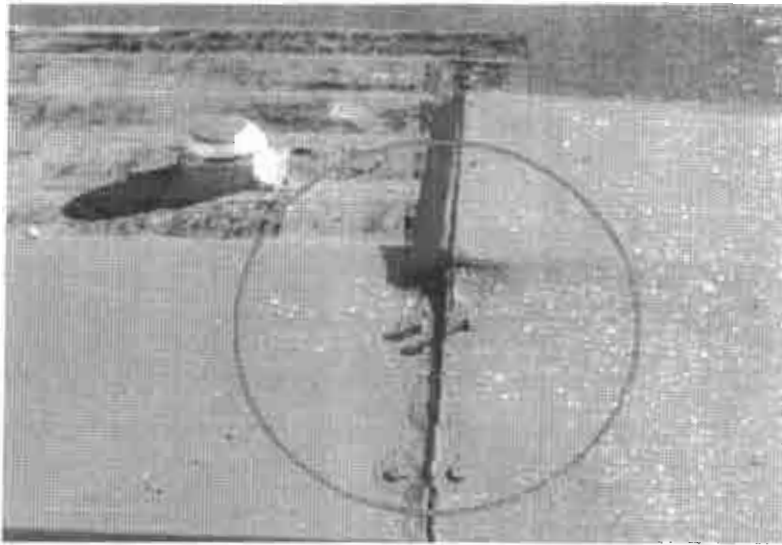


Metal coping cap in good condition, new caulking will need to be applied soon





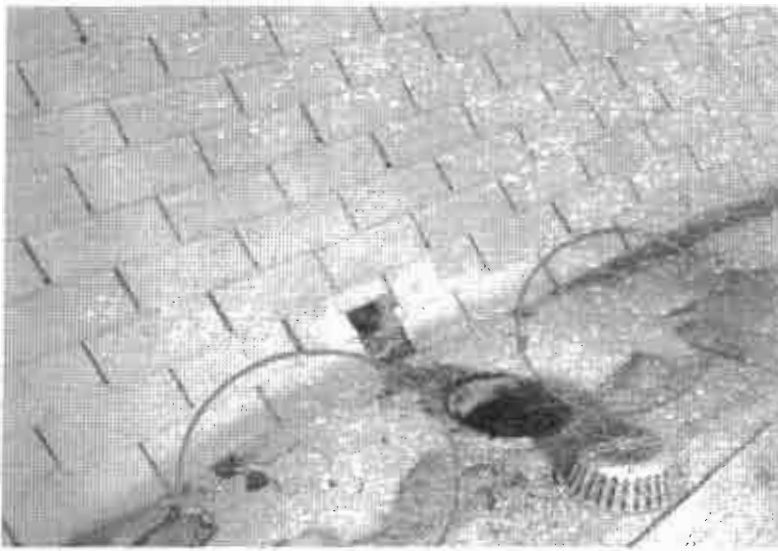
Mineral cap sheet on parapet wall has severe granular loss, UV and water will accelerate the deterioration of the membrane



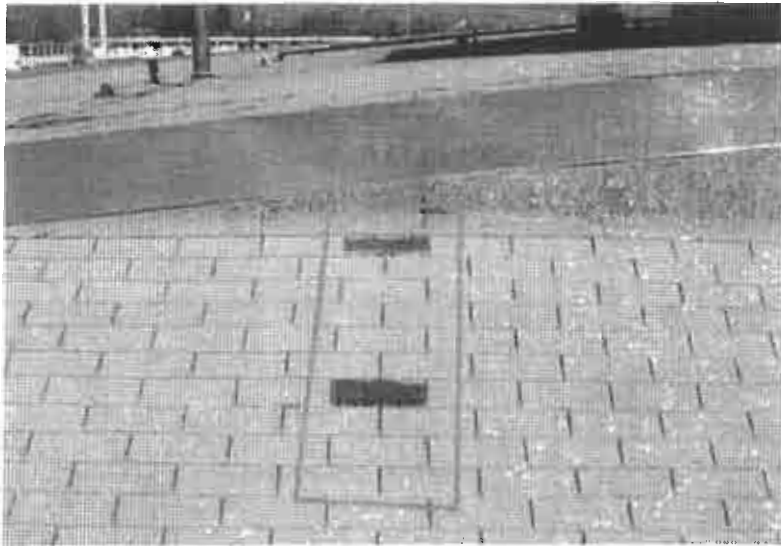
Coping seam is in poor condition, loose fasteners and insufficient caulking



Previous failed repair, black mastic should not be used when repair is exposed to UV. A silver reflective fiberized mastic is the proper material...



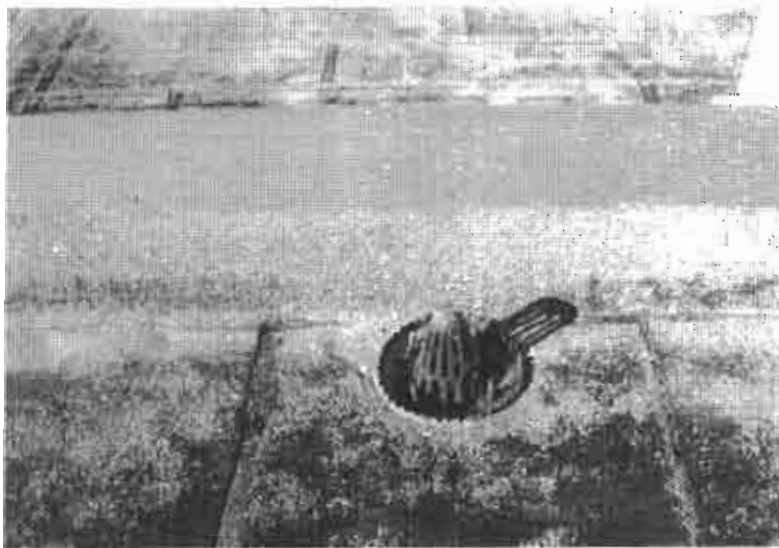
Severe granular loss on mineral cap sheet. Granulars collect at internal drain



Wind has damaged asphalt shingles



Granular loss on entire system



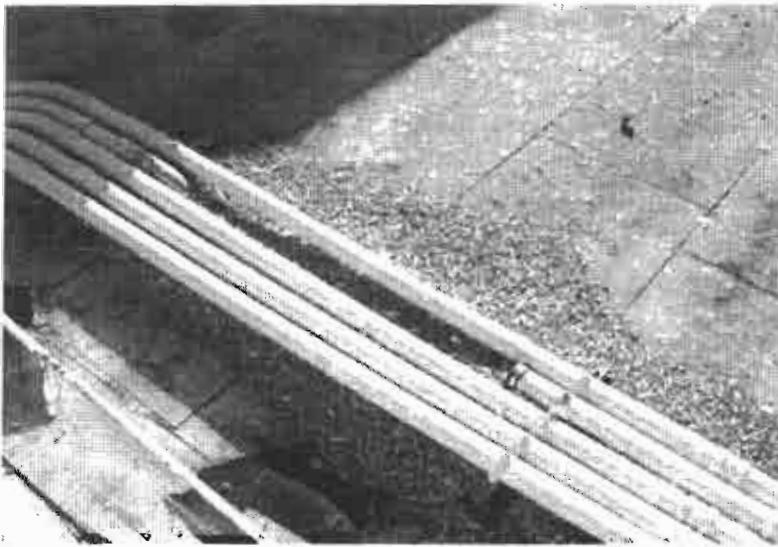
View of internal drain on south side of building



Overall view of Upper roof section



View of lower roof section



Lots of debris from adjacent trees. This prevents water from flowing to drains/gutter




# Solution Options

Client: Carson City

Facility: Community Center

Roof Section: Community Center Entire Roof Section

## Restore Options

Solution Option: Restore 

Action Year: 2011

Estimated Cost: \$275,000.00

Expected Life (Years): 15

Scope of Work: White Knight Plus: Water proof aliphatic urethane coating

Properly clean entire roof system, repair any damage to existing membrane, apply White Knight Plus. White Knight Plus is a highly reflective multi purpose, single-component aliphatic urethane, liquid waterproofing membrane designed to maintain, restore and upgrade the performance of existing, aged single ply, metal, smooth BUR and modified bitumen roof systems. It provides a white reflectiv surface, with added UV protection to prolong the life of the roof, while helping maintain internal temperatures and reducing cooling cost. White Knight Plus will provide 32-64 mils of waterproofing protection to an existing roof system, this system is uniquely formulated to provide superior chemical resistance to many oils, acids, and other contaminantes. The ease of application makes White Knight Plus extremely fast and simple to install. This superior coating can be used to reinforce, without additional reinforcement fabrics and seal laps, make spot repairs, or restore entire roofing systems



# Construction Details

Client: Carson City  
Facility: Library  
Roof Section: Lower Library

## Roof Info

**Year Installed:** Unknown      **Square Footage:** 18,600  
**Slope Dimension:** 1/4:12      **Roof Height:** 16 feet  
**Roof Access:** Internal Roof Hatch      **System Type:** Modified BUR

## Roof Assembly

Roof #	Layer Type	Description	Attachment	Insulation R-Value	Insulation Thickness
1	Deck	Wood		-	-
1	Insulation	Polyisocyanurate		-	-
1	Recovery Board	1" Wood Fiberboard		-	-
1	Base Sheet	1 ply base sheet		-	-
1	Membrane	Mod Bit - 2 ply mineral surfaced		-	-

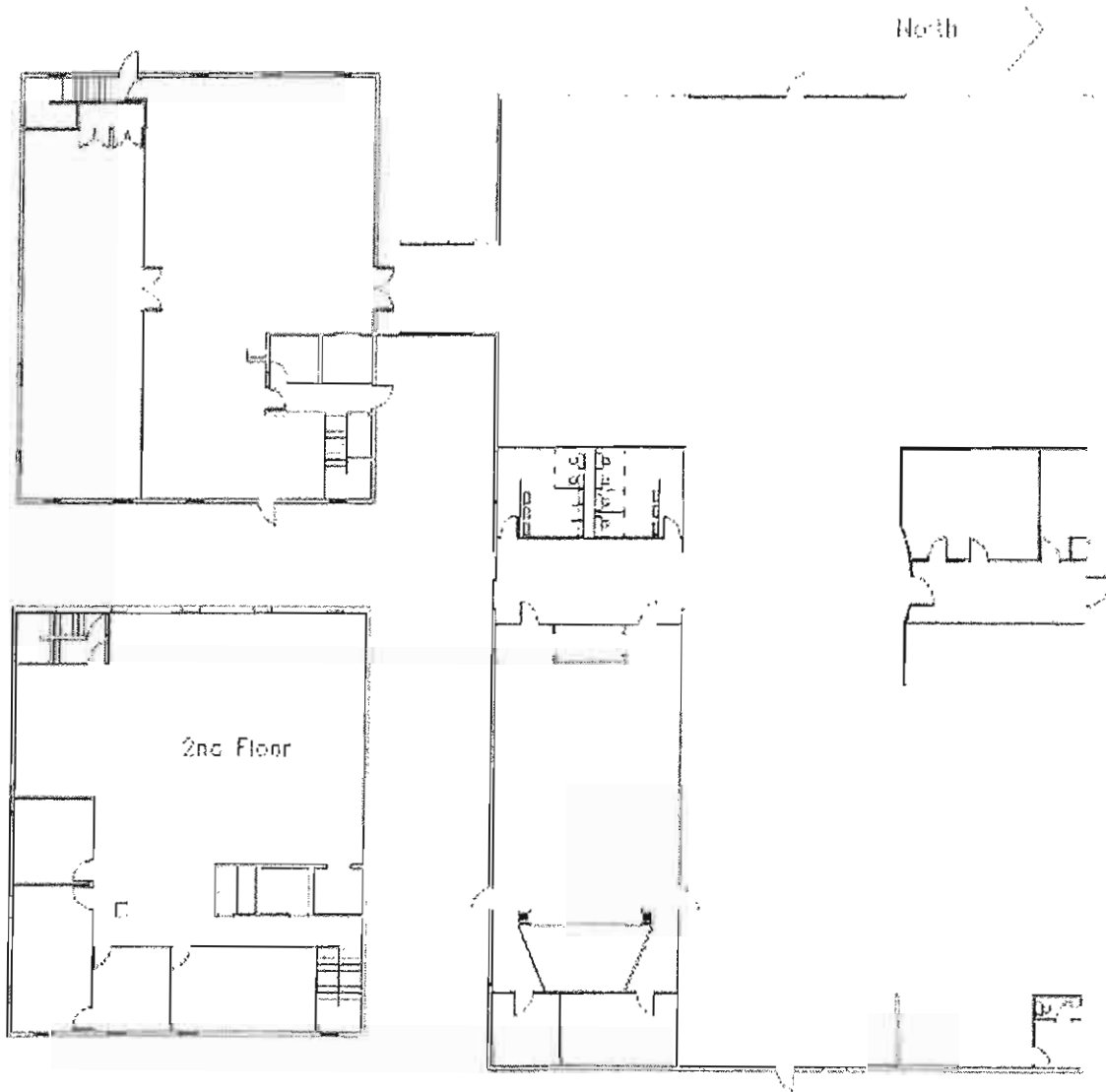
## Details

**Perimeter Detail:** Metal Edge  
**Flashing Material:** Modified Membrane  
**Drain System:** Internal Roof Drains  
**Coping Cap:** None



# Roof Drawing

Client: Carson City  
Facility: Library  
Roof Section: Lower Library







# Inspection Report

Client: Carson City  
Facility: Library  
Roof Section: Lower Library

Report Date: 11/16/2010

## Inspection Information

**Inspection Date:** 11/16/2010      **Core Data:** No  
**Inspection Type:** Visual Inspection      **Leakage:** Yes  
**Deck Conditions:** Good

## Flashing Conditions

**Perimeter:** Poor      **Wall:** N/A  
**Projections:** Fair      **Counterflashing:** Fair

## Miscellaneous Details

**Reglets:** N/A      **Debris:** Yes  
**Control/Expansion Joints:** N/A      **Ponding Water:** Minor  
**Parapet Wall:** N/A      **Coping Joints:** N/A

## Perimeter

**Rating:** Fair  
**Condition:** Perimeter of roof is in fair condition, issue effecting this roof are: Tears and damage to membrane for adjacent branches, membrane seperation to metal edge in various sections

## Field

**Rating:** Poor  
**Condition:** Field of roof is in poor condition, issues effecting this roof are: Blisters are present on roof system which indicates moisture is present, seam are starting to seperate on various locations on field of roof, and alligating is present of mineral cap sheet.

## Penetrations

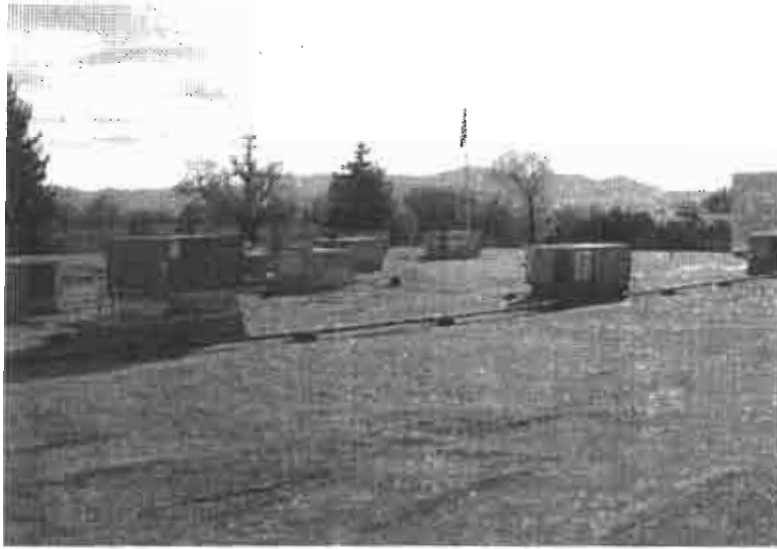
**Rating:** Fair  
**Condition:** Penetrations are in fair condition, minor repairs should be made to mineral cap sheet

## Drainage

**Rating:** Poor  
**Condition:** Drainage is poor, existing walk pads are preventing water from getting to internal drain

## Overall

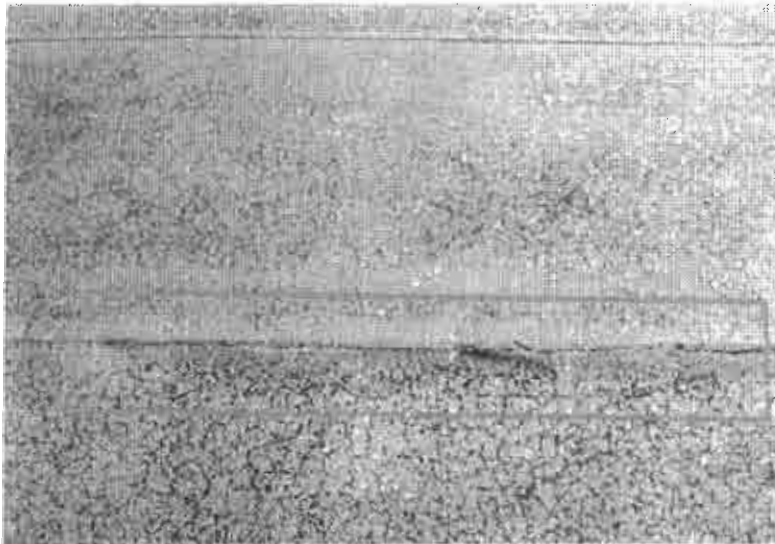
**Rating:** Poor  
**Condition:** Overall condition of roof is poor, there are numerous blisters and ridges on roof system, tears in membrane from adjacent branches, and walkpads are preventing positive drainage to internal drains



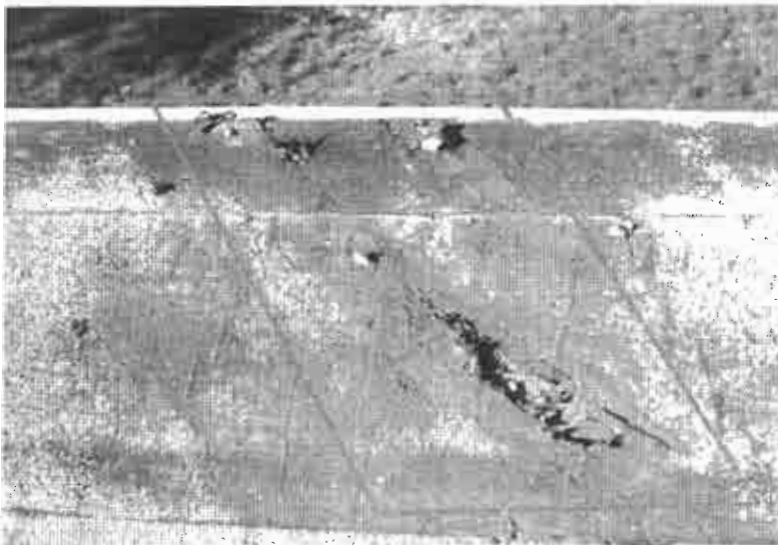
Overall view of Lower roof section



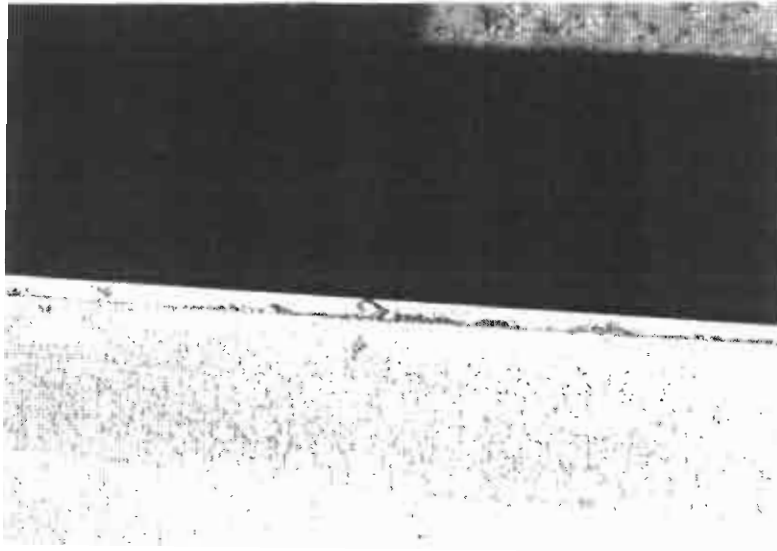
Blisters in roof system, this is a result of moisture in the roof



Seam damage, water enters here



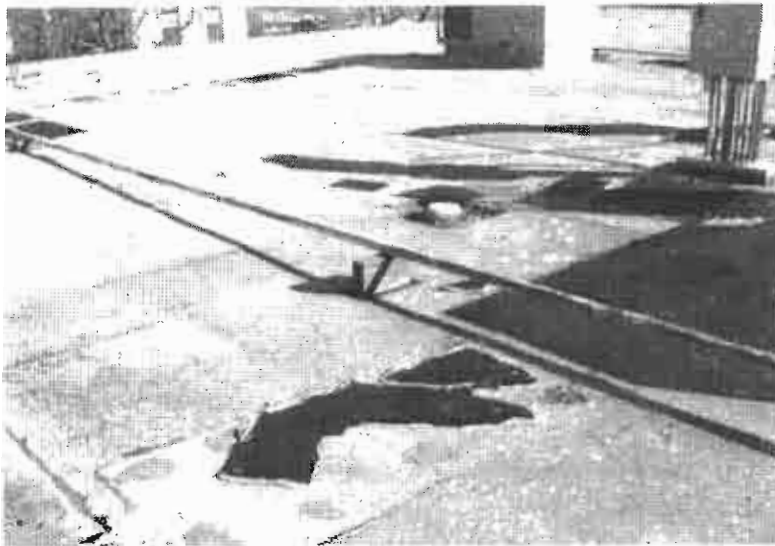
Tree branches have torn roof system



View of edge metal



All walk pads are deteriorated and/or missing



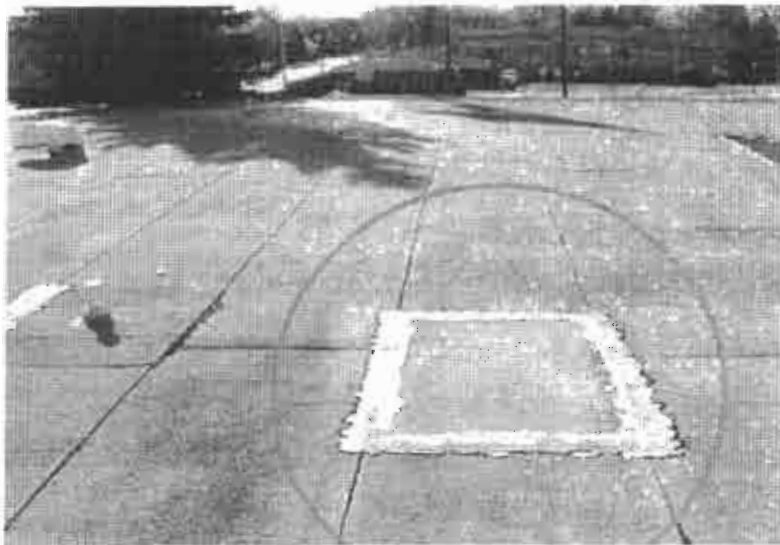
Walk pads are preventing the flow of water to internal drains



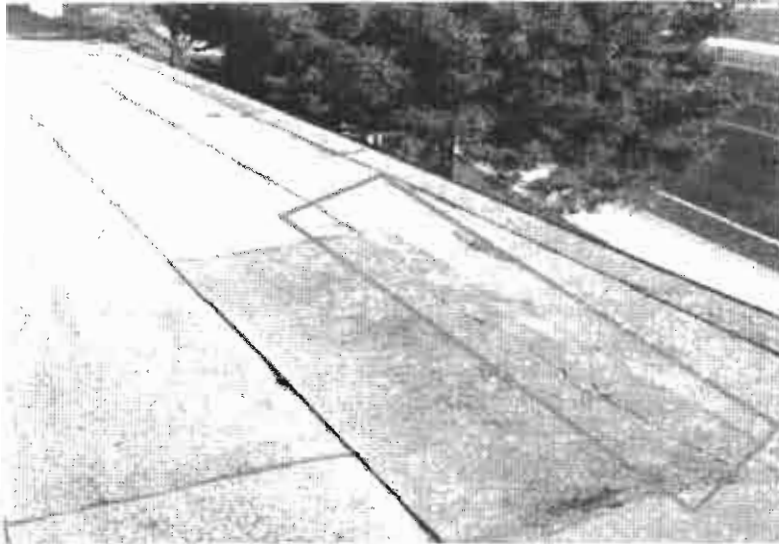
Lots of debris around internal drains



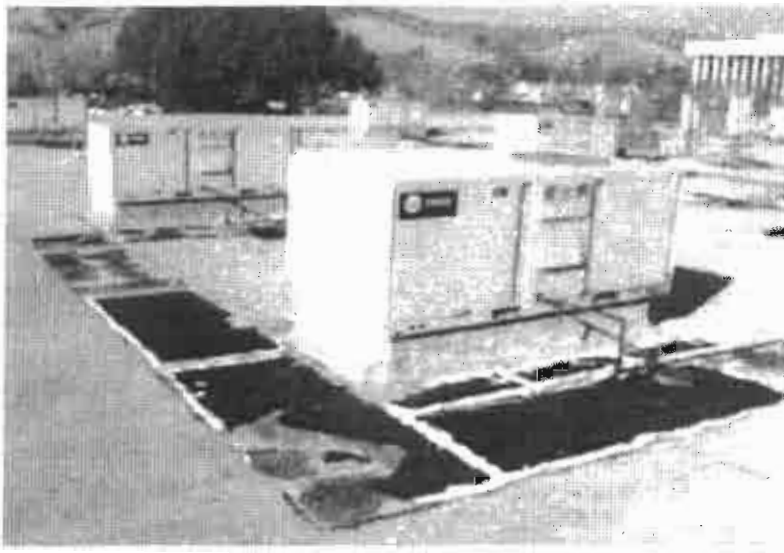
View of HVAC units, nice high curbs on these units



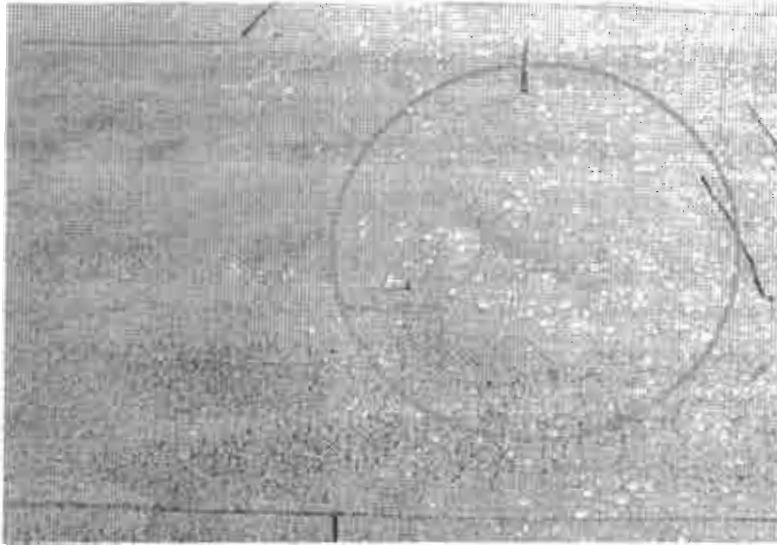
Previous failed repair



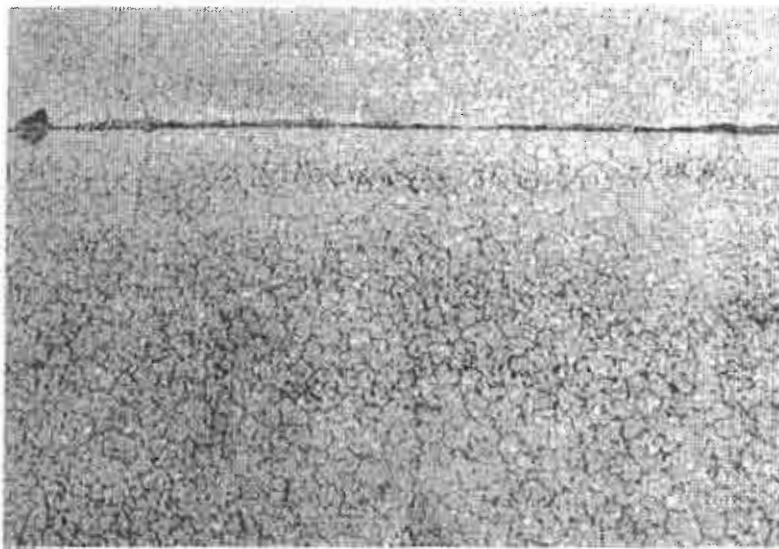
Previous failed repair, mastic is dried out and brittle



Too many walk pads have been installed, they are preventing flow of water to drain

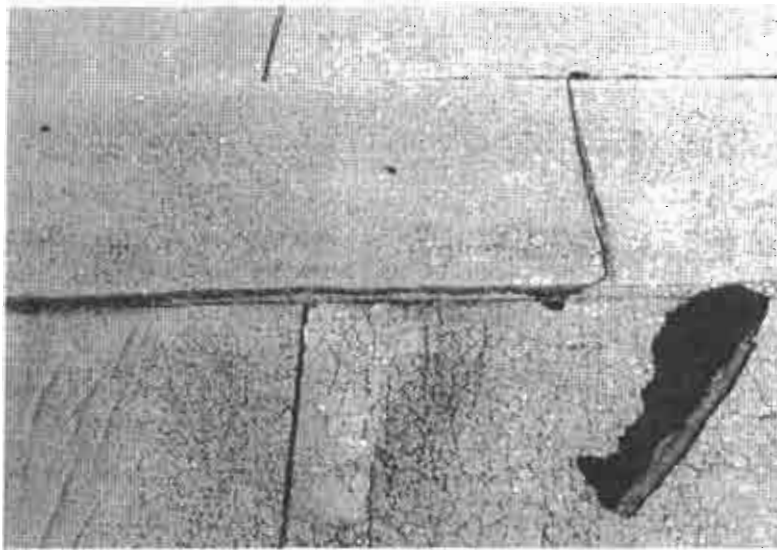


More blisters in roof system, this is a result of water/moisture inside plies



Mineral cap sheet is very dry and brittle





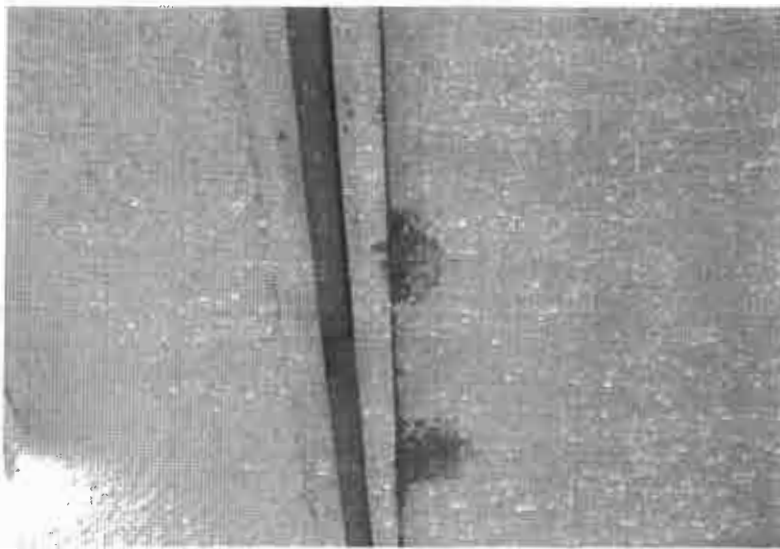
Another view of a dry and brittle roof system



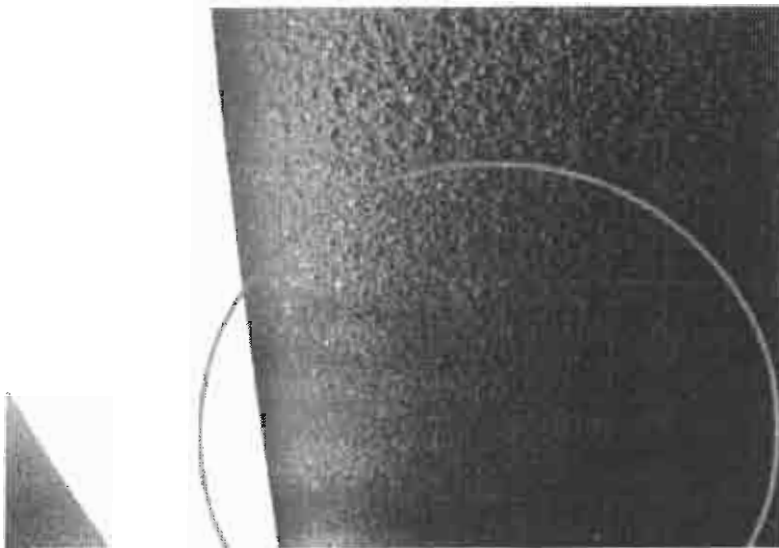
Another overall view of roof system, very dry roof. This roof needs to be restored or replaced very soon !!!!



Reported leaks



Leaks



Large area of leaks next to light fixture



# Solution Options

Client: Carson City  
Facility: Library  
Roof Section: Lower Library

## Restoration Options

**Solution Option:** Restore      **Action Year:** 2011  
**Estimated Cost:** \$115,000.00      **Expected Life (Years):** 15  
**Scope of Work:** White Knight Plus: Water proof aliphatic urethane coating

Properly clean entire roof system, repair any damage to existing membrane, apply White Knight Plus. White Knight Plus is a highly reflective multi purpose, single-component aliphatic urethane, liquid waterproofing membrane designed to maintain, restore and upgrade the performance of existing, aged single ply, metal, smooth BUR and modified bitumen roof systems. It provides a white reflective surface, with added UV protection to prolong the life of the roof, while helping maintain internal temperatures and reducing cooling cost. White Knight Plus will provide 32-64 mils of waterproofing protection to an existing roof system, this system is uniquely formulated to provide superior chemical resistance to many oils, acids, and other contaminants. The ease of application makes White Knight Plus extremely fast and simple to install. This superior coating can be used to reinforce, without additional reinforcement fabrics and seal laps, make spot repairs, or restore entire roofing systems

**MASTER AGREEMENT  
(CONTRACT)**

**PAGE 1 OF 1**      **DATE: November 30, 2009**

**MASTER AGREEMENT**

**OWNER:** COBB COUNTY BOARD OF COMMISSIONERS  
100 CHEROKEE STREET  
MARIETTA, GEORGIA 30060

**CONTRACTOR:** CONTRACTOR NAME: THE GARLAND COMPANY, INC.-GARLAND / DBS, LLC  
ADDRESS: 3800 EAST 91<sup>ST</sup> STREET, CLEVELAND, OHIO 44105

**WORK:** **ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #09-5408: ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES' PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted June 4, 2009) which is incorporated here in by reference. Contractor understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the owner at the time of each renewal term if Owner chooses to renew. Bonds and insurance shall be written by a firm acceptable to the Owner as specified in the Project Manual.

**TERM:** November 24, 2009 to November 23, 2012, with full renewal options per the Project Manual. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this Agreement.

**PROJECT:** **ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES** in accordance with the Project Manual.

**PRICE:** Prices as stated for all schedules included in the Project Manual.

**BILLING:** All original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for Work completed during the period covered by the invoice and shall clearly identify such work in accordance with invoicing guidelines in the Project Manual.

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, Ga. 30060



Garland / DBS, LLC  
East 91<sup>st</sup> Street  
Cleveland, Ohio 44105

\_\_\_\_\_  
Samuel S. Olens, Chairman

\_\_\_\_\_  
David M. Sokol, President

Date: Dec. 8, 2009

Date: 12/04/09

Federal Tax ID Number: 27-0288466

APPROVED AS TO FORM  
  
\_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS  
11-24-09 KK

**SECOND AMENDMENT TO MASTER AGREEMENT**

This Second Amendment to Master Agreement (the "Second Amendment") is made as of July 21<sup>st</sup>, 2010, by and between Cobb County, Georgia ("Cobb County") and Garland/DBS, Inc., a Delaware corporation ("Contractor").

**RECITALS**

WHEREAS, Cobb County and Contractor entered into that certain Master Agreement dated as of November 24, 2009 (the "Master Agreement"); and

WHEREAS, Cobb County and Contractor wish to enter into this Second Amendment for the purpose of addressing compliance by Contractor with the Federal Emergency Management Agency's Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

NOW, THEREFORE, the parties hereto, for the consideration, promises and mutual covenants set forth herein and in the Master Agreement agree as follows.

SECTION 1. Compliance. Contractor in providing services under the Master Agreement shall comply with and it shall require those to which it sells products and services to comply with the terms and conditions set forth in Exhibit A attached hereto that is titled "FEMA Standard Terms and Conditions Addendum for Contracts and Grants", which is adopted by reference and incorporated into the Master Agreement as though fully set forth therein.

SECTION 2. Master Agreement Remains in Full Force. The Master Agreement, except as amended by this Second Amendment remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to be effective on the day and year first written above.


GARLAND/DBS, INC.,  
a Delaware corporation

By

Name: Chuck Rzepke

Title: Chief Financial Officer

COBB COUNTY, GEORGIA

By   
Name: MARK D. KOHNSTOPP  
Title: Interim Purchasing Director

Approved as to form:

By Deborah Dance with express permission - MSH 7/21/10  
Name: Deborah Dance  
Title: Assistant County Attorney

## EXHIBIT A

### FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), Cobb County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), Cobb County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the Cobb County and be disposed of in accordance with Cobb County policy. Cobb County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as Cobb County deems necessary, Contractor shall permit Cobb County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or Cobb County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

**FIRST AMENDMENT TO MASTER AGREEMENT**

This First Amendment to Master Agreement (the "Amendment") is made as of March 17<sup>th</sup>, 2010, by and between Cobb County, Georgia ("Cobb County") and Garland/DBS, Inc., a Delaware corporation (the "Company").

**RECITALS**

WHEREAS, Cobb County and the Company entered into a Master Agreement dated as of November 24, 2009 (the "Master Agreement"); and

WHEREAS, Cobb County and the Company wish to enter into this Amendment for the purpose of addressing compliance with the federal American Recovery and Reinvestment Act of 2009, Pub.L. 111-5 (the "Recovery Act") by the Company.

NOW, THEREFORE, the parties hereto, for the consideration, promises and mutual covenants set forth herein and in the Master Agreement agree as follows.

**AGREEMENT**

SECTION 1. Compliance. The Company in providing services under the Agreement shall comply with and shall require those to which it sells products and services to comply with the terms and conditions set forth in Exhibit A hereto that is titled "ARRA Standard Terms and Conditions Addendum for Contracts and Grants" which is adopted by reference and incorporated into the Master Agreement as though fully set forth therein. In Exhibit A, the Company is called the "Contractor/Grantee".


SECTION 2. Agreement Remains in Full Force. The Master Agreement, except as amended by this Amendment remains in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective on the day and year first written above.

Cobb County Board of Commissioners

APPROVED AS TO FORM:

By:

  
Rick Brant - Purchasing  
DIRECTOR


  
County Attorney's Office

Garland/DBS, Inc.

By:

Name:

Title:

  
David H. Seaton  
PRESIDENT

## EXHIBIT A

### **ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS**

*If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from Cobb County, Georgia ("Cobb County") under this agreement.*

- 1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.*
  
- 2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government, State of Georgia, and Cobb County . Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.*

#### **AVAILABILITY OF FUNDING**

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued with Cobb County financed appropriations once the temporary federal funds are expended.

#### **BUY AMERICA REQUIREMENT**

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee nor its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

#### **CONFLICTING REQUIREMENTS**

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with Cobb County requirements, the Recovery Act requirements shall control.

#### **FALSE CLAIMS ACT**

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**ARRA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS**

**ENFORCEABILITY**

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, Cobb County may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Cobb County under all applicable state and federal laws.

**INSPECTION OF RECORDS**

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

**JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds on the State of Georgia's appropriate website.

**PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;

## ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

- c. A detailed list of all projects or activities for which Recovery Act funds were expended or obligated, including:
- i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
- i. The name of the entity receiving the subaward;
  - ii. The amount of the subaward;
  - iii. The transaction type;
  - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - v. Program source;
  - vi. An award title descriptive of the purpose of each funding action;
  - vii. The location of the entity receiving the subaward;
  - viii. The primary location of the subaward, including the city, state, congressional district and country;
  - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another; x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

### SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be commingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

**ARRA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS**

**SUBCONTRACTOR REQUIREMENTS**

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

**WAGE REQUIREMENTS**

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code.

**WHISTLEBLOWER PROTECTION**

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including Cobb County, and all contractors and grantees of Cobb County, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

**CONTRACT AMENDMENT FY 10-01**

**Term of Current Contract: 11/24/09-11/23/12**

**Date of Amendment: 2/24/10**


**Owner:** Cobb County Board of Commissioners, Cobb County, Georgia  
**Contractor:** The Garland Company, Inc/Garland/DBS, LLC  
**Project:** Roofing Supplies and Related Services-Sealed Bid 09-5408

This action amends the current contract referenced above. It is valid when signed by both the owner and the contractor. The signature of the Contractor indicates his agreement herewith.

**Item #1: To change the name of the contractor from Garland/DBS, LLC to Garland/DBS, Inc.**

**ACCEPTED-** The above is satisfactory and is hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless before or herein modified.

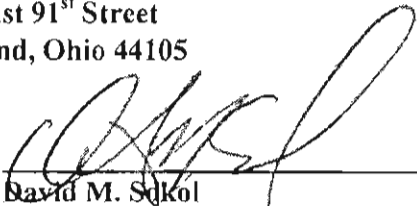
**OWNER**  
Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, Georgia 30060

Signed:   
Rick Brun

Title: Purchasing Director

Date: 3-03-2010

**CONTRACTOR**  
Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, Ohio 44105

Signed:   
David M. Sokol

Title: President

Date: 02/26/10

**Cobb County, Georgia**  
**Sealed Bid #09-5408**  
**Roofing Supplies and Related Products and Services**  
**Phase II Pricing Tabulation**  
**Award To Garland /DBS, LLC**

	Firestone	Garland	Simon	Roth
Cobb County Library -East	\$ 118,110.04	\$ 60,760.90	\$ 68,425.11	\$84,785.80
Cobb County Governmental Building-South	\$ 108,324.31	\$ 77,432.29	\$ 253,436.12	\$83,589.56
Cobb County Governmental Building-East	\$ 41,021.51	\$ 23,728.90	\$ 71,674.81	\$26,631.14
<b>Sub Total</b>	<b>\$ 267,455.86</b>	<b>\$ 161,922.09</b>	<b>\$ 393,536.04</b>	<b>\$195,006.50</b>
Line 27	\$ 1,160.00	\$ 1,108.08	\$ 1,260.00	Included
Line 35	\$ 300.00	Included	Included	Included
<b>New Total</b>	<b>\$ 268,915.86</b>	<b>\$ 163,030.17</b>	<b>\$ 394,796.04</b>	<b>\$195,006.50</b>





COBB COUNTY  
PURCHASING DEPARTMENT

1772 County Services Parkway  
Marietta, Georgia 30008-4012  
phone: (770) 528-8427 • fax: (770) 528-1154

Mark Kohntopp  
Interim Purchasing Director

U.S. Communities  
2033 North Main Street, Suite 700  
Walnut Creek, CA 94596

Scott Wilson/David Kidd,

Gentlemen:

Cobb County has received a request from Garland/DBS, Inc. for a price adjustment to the Master Agreement awarded to Garland/DBS, Inc. by Cobb County, GA for Roofing Supplies and Related Products and Services Contract under the U.S. Communities Governmental Purchasing Program. Based on the increased prices for raw materials, especially crude oil over the past several years, the pricing adjustment is justified and accepted by Cobb County, Georgia. Garland/DBS, Inc's 2011 price book is accepted as the basis for material pricing under Master Agreement 09-5408."

Respectfully,

Mark D. Kohntopp, C.P.M.  
Interim Purchasing Director