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Lic.560144



Proposal for Coalinga City Hall

Project 96502

Prepared for:
City of Coalinga
155 W Durian Ave.
Coalinga, CA 93210

Job Site:
Coalinga – City Hall
155 W Durian Ave.
Coalinga, CA 93210



PROJECT PROPOSAL

Proposal Date: 5/28/2020

Proposal Number: 96502

Customer

City of Coalinga
155 W Durian Ave.
Coalinga, CA 93210

Job Site

Coalinga – City Hall
155 W Durian Ave.
Coalinga, CA 93210

SPECIFICATION(S): Roofing at City Hall

ADCO Roofing & Waterproofing Co. (“Contractor”) proposes to furnish materials and perform all labor necessary to complete the following:

Progressive Materials Specifications

Roof Preparation:

1. Tear off the existing shingle wall coverings and Install one (1) layer of basesheet and one (1) layer of APP Modified Bitumen membrane.
2. Prepare the existing roofing for the installation of the PolyGlass PolyBrite system over the existing roof, by pressure washing and cleaning the existing roof membrane and making repairs as needed.
 - a. Repairs to be made using a 3 course method or by use of APP modified bitumen as needed.

Execution:

3. Over the prepared roof membrane, install Progressive Materials Primer at a rate of 1 gallon per 100 sq ft.
4. Three course all pipes and penetrations as well as horizontal to vertical transitions with trowel grade silicone membrane.
5. Install Progressive Materials Silicone Roof Coating at a rate of 3,1 gallons per 100 sq ft.
6. All details (including wall terminations, curb flashings, and pipe / vent penetrations) shall be done in accordance with manufacturer specification.
7. Remove all debris caused by roofing and haul away.
8. Upon completion, furnish owner with specified 20 year Manufacturer’s NDL Warranty. Also furnish owner with specified five (5) year workmanship warranty.

Total Price, Tax Included: \$ 180,302.00

Clarifications:

- Proposal does not include any work beyond any listed in this proposal.
- Proposal includes projected manufacturers pricing.
- Proposal pricing is subject to acceptance within ninety (90) days from proposal date.
- Proposal does not include any weekend, night, or overtime work. Pricing based on a Forty (40) Hour Work Week.

Exclusions:

- Clogged roof drains, scuppers, gutters (including improperly sloped gutters) and down spouts.
- Adco Roofing & Waterproofing, Inc. will not be responsible for the interior or contents.
- Elimination of all ponding water.
- Bonds and permits.

TERMS AND CONDITIONS

- 1.0. **OWNER'S RIGHT TO CANCEL:** Within three (3) business days from date that Owner has signed this Contract, Owner shall have the right to cancel this Contract by giving written notice thereof to Contractor.
- 2.0. **Scope of Work Covered by Contract.**
 - 2.1. The scope of work is set forth on the first page of the proposal together with any attached exhibits and/or specifications specifically incorporated by reference. Scope of Work refers to the work to be accomplished and is limited to the identified physical location of that work as described therein
 - 2.2. Except as specifically set forth in the scope of work, contained in attached exhibits, or specifically incorporated by reference herein, the scope of work does not include any labor or material for existing dry rot or termite damages.
- 3.0. **Change Orders and Additional Work.**
 - 3.1. Any alteration or deviation from the scope of work defined in paragraph 2.0 involving any change in the scope of work, material, labor and/or time for completion requires a written Change Orders for same, signed by Owner and Contractor, will be performed by Contractor only after delivery to Contractor of a written Change Order setting forth the changes, signed by the Owner.
 - 3.2. Due the continuous settling of the structure, deflecting areas may be found on the substrate. Unless provided for expressly in the Scope of Work, these deflections are not the responsibility of Contractor. Contractor will attempt to identify and correct visible ponding areas, subject to a signed Change Order, but no warranty is expressed or implied that all the ponding areas will be identified or eliminated.
 - 3.3. If a unit pricing schedule is attached hereto, the parties agree that Change Orders and Additional Work will be calculated in accordance with this schedule of costs. Items not listed will be individually priced by Contractor.
- 4.0. **Completion of Work.**
 - 4.1. Completion of work covered by this Agreement shall be as established by Civil Code section 8180(a).
 - 4.2. Substantial completion is occurs when the construction project has been completed sufficiently to allow the owner to occupy the building and the roof can be used for its intended purpose to insulate and protect the interior from water damage.
- 5.0. **Payment Schedule.** Unless otherwise provided herein, Owner shall pay Contractor in accordance with the following schedule:
 - 5.1. Deposit of 10% of the contract price or \$1,000, whichever is less.
 - 5.2. Percentage of completion determined by Contractor which shall be billed on the last day of the month work was conducted.
 - 5.3. Prompt Payment. Owner shall pay invoices submitted by Contractor within 30 days after the date of invoice and/or in accordance with the provisions of Civil Code section 8810, et. seq.
 - 5.4. If an owner withholds a retention balance, that balance shall be paid to Contractor in accordance with the provisions of Civil Code section 8810, et seq.
- 6.0. **Integrated Contract.** This agreement, including attached exhibits and any specifications specifically incorporated by reference, is an integrated contract, containing the final expression of all the terms promises, conditions and covenants agreed to by the parties, and supersedes any and all prior or contemporaneous oral agreements, representations, and understandings.

- 7.0. Force Majeure.** All agreements of the parties hereto are subject to, or contingent upon, strikes, riots, insurrections, acts of war, accidents, weather conditions, including wind or tornado damage, Acts of God, including earthquake, or any other delays beyond Contractor's control.
- 8.0. Owner's Insurance.** Owner to carry fire insurance.
- 9.0. Contractor's Insurance.** During the term of this Agreement, Contractor shall maintain the following insurance:
- 9.1. Commercial General Liability insurance in the amount of One Million Dollars (\$1,000,000).
 - 9.2. Automobile insurance with a total limit per occurrence of One Million Dollars (\$1,000,000).
 - 9.3. Workers' Compensation insurance in the amount of One Million Dollars (\$1,000,000).
- 10.0. Independent Contractor:** Contractor is an independent Contractor; neither Contractor nor its officers, representatives, agents, or employees are in law or in fact employees of Owner.
- 11.0. Owner's Responsibility for Existing Installations and Conditions.**
- 11.1. Owner warrants that it has fully disclosed to Contractor all known conditions existing within the physical area defined as the scope of work and said disclosures are incorporated by reference into this contract.
 - 11.2. Raising, moving, or lifting of objects on the roof to allow for the proper application of the roof system and/or roofing materials, including without limitation, conduits, signs, skylights, air conditioners, TV antennas, satellite dishes, guide wires, A/C units and condensing pipes, is Owner's responsibility. Owner remains liable and responsible for said actions which, if not done by Owner, Contractor is authorized to perform, without liability or responsibility for any damage to said items or from the consequences of said action, except in the case of either intentionally created damage or gross negligence.
 - 11.3. Satellite dishes, Solar heating and Solar electric equipment: If necessary, it is Owner's responsibility to disconnect, and reinstall this equipment.
 - 11.4. Asbestos. Roof disposal does not include removal of asbestos material. This must be accomplished by a licensed asbestos removal company at the sole cost and expense of Owner.
- 12.0. Contractor's Liability.**
- 12.1. Contractor's liability to Owner shall be limited to damage caused by intentional, reckless, or negligent workmanship in carrying out and completion of the work. Owner shall notify Contractor in writing, of any claim of damage in sufficient time for Contractor, at its option, to inspect the claimed damage. Contractor shall have first right of refusal to perform any repairs.
 - 12.2. Contractor shall not be liable for damage that arises to any part of the building as a result of Contractor's reasonable, non-negligent execution of the work, including but not limited to drywall issues.
 - 12.3. Contractor is not responsible for any other existing waterproofing systems (i.e.,) windows, doors, chimney cap, planters, stucco walls, etc.
 - 12.4. Contractor is not liable or responsible for any damage to the roof system caused by the actions of any other party at the time Contractor's work is being done or after Contractor has completed its work and repair of any such damage by Contractor shall require an additional agreement/Change Order.

13.0. Warranty.

- 13.1. No warranty, express or implied, other than as specifically set forth herein, or as specifically agreed on an individual contract, is included in this contract.
- 13.2. On re-roof projects, where the entire roof is replaced and new roofing material is utilized, ADCO warrants the workmanship for a period of two years.
- 13.3. On re-roof projects, where the scope of work involves less than the entire roof is replaced and new roofing material is utilized, ADCO warrants the workmanship for a period of time equal to the period of two-years, limited to the portion of the roof covered by the scope of work.
- 13.4. On re-roof projects, where the scope of work involves less than the entire roof is replaced and new roofing material is not utilized, ADCO warrants the workmanship only, limited to the area of the roof described in the scope of work and not as to the materials, for two years.
- 13.5. Owner is required to perform, and maintain contemporaneous written records of, routine maintenance on the roofing system in accordance with Manufacturers specifications or guidelines in order to keep both the Contractor's warranties as set forth herein and the coverage of the manufacturer's Warranty intact. Contractor shall provide a reasonable maintenance schedule.

14.0. Mechanics Lien.

- 14.1. For all work and materials for which Owner has paid Contractor, Contractor shall keep the Owner, Association, the Work, the Project, and any fund from which construction costs are to be paid free and clear of all liens, claims, stop payment notices or stop work notices, which are based on claims made by claimants entitled to be paid by Contractor.
- 14.2. Should any lien, claim, or stop work notice, as limited in paragraph 14.1, be so asserted by claimants entitled to be paid by Contractor due to nonpayment of the claimant, and whether contested or not, for which the Owner has paid Contractor's invoice covering the work or materials which are the basis for said claims, Owner may, at its sole discretion and without limiting or waiving any rights or remedies of any other interested person,
 - 14.2.1. pay the amount of any such lien, claim, or stop notice by issuance of joint payment to Contractor and the claimant, and/or
 - 14.2.2. retain from any payments then due or which thereafter become due to Contractor, whether under this contract or otherwise, an amount sufficient to discharge the claimed amount.
- 14.3. If Owner fails to pay Contractor as required by this contract and that failure results in the assertion of a lien for non-payment to any subcontractor or material supplier, contractor's obligation to keep Association, the Work, the Project, and any fund from which construction costs are to be paid free and clear of all liens, claims, or stop notices, ceases until payment of said amounts, either to contractor or jointly to contractor and claimant, occurs. Owner shall be liable to contractor for all consequential damages resulting from said non-payment.
- 14.4. Direct contractor liens. Contractor is entitled to obtain and enforce a lien against Owner pursuant to the provisions of California Civil Code sections 8200 – 8216, 8400 – 8404, 8410 – 8424, 8430 – 8430 - 8434, 8440 – 8448, and 8460 – 8470.

15.0. Stop Work Notice - Failure of Owner to pay when due

- 15.1. Owner's failure to pay Contractor's invoices when within thirty-five (35) days of the date due may result in the filing of a stop work notice by Contractor pursuant to Civil Code section 8830 et seq.
- 15.2. On giving a stop work notice as provided in Civil Code sections 8830 and 8838, Contractor is not liable for any delay or damage which may result.

- 16.0. Attorneys' Fees and Costs.** The prevailing party in any controversy shall be entitled to recover his, her, or its reasonable attorneys' fees, costs, and fees incurred by experts.
- 17.0. Contract Form and Formalities.** Owner waives any claims based on any assertion that the contract fails to comply with the Home Improvement Contract law.
- 18.0. Final Payment.** Owner acknowledges that completion of the scope of work and/or delivery to Owner the permit department's documentation identifying the scope of work completion, constitutes completion for the purpose of final payment to Contractor.
- 19.0. Permit.** If the permit requirements by the jurisdiction where the project is located require additional work, for example, the installation of Smoke Detectors, Carbon Dioxide Detectors, changes in water flow for showers and water closets, impact glazing, and Seismic Gas shut off or similar work in addition to the roofing project, unless said work is specifically described and included in the work to be performed, it is the Owner's responsibility to make arrangements for that work and provide the permit department with any and all required statements that the work has been completed.

ADCO Roofing, Inc.

By: 
Andrew Triphon
Vice President

Acceptance of Proposal

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to pay the amount mentioned in said proposal, and according to the terms thereof.

Authorized Signature: _____ **Date:** _____