

**ALBANY UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This agreement is hereby entered into this 18th day of June, 2024, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and Western Roofing Service

CONTRACTOR

15002 Wicks Blvd.

MAILING ADDRESS

San Leandro, CA 94577

CITY

STATE

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hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"): Materials and labor to install elastomeric silicone roof coating at Albany High School multipurpose room building and replace 80 feet of broken gutter at gymnasium building.

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. CONTRACTOR shall:

☐ Provide services under this AGREEMENT on the following specific dates
_____, _____, _____, _____, _____, _____, _____, and
complete performance no later than _____;
OR
☒ Commence providing services under this AGREEMENT on:
_____ upon execution of this Agreement _____

There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contracted Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. Termination. Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contracted Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **One Hundred Fourteen Thousand Three Hundred Seventeen Dollars (\$114,317.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
- a. Such compensation shall be based on:
- ☐ An hourly rate of _____ for a total amount of _____ hours.
- ☐ A daily rate of \$ _____ for a total amount of _____ days.
- X Total amount of \$114,317.00
- b. Payment method shall be:
- X **Upon Completion**
- ☐ Date of Service
- ☐ **Other (Specify):** _____

Any work performed by Contractor in excess of said amount shall not be compensated.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 1216 Solano Ave., Albany, CA 94706.

6. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contracted Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contracted Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.

7. California Residency. Contractor and the Contracted Parties shall be residents of the State of California.
8. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including but not limited to Contractor's or the Contracted Parties' use of the site; Contractor's or the Contracted Parties' performance of the Services; Contractor's or the Contracted Parties' breach of any of the representations or warranties contained in this Agreement; injury to or death of persons or damage to property or delay or damage to District or the District Parties; or for any act, error, omission, negligence, or willful misconduct of Contractor, the Contracted Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 8 above, District reserves the right to require contractor to procure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$100,000.00 each occurrence and \$100,000.00 in the aggregate; if applicable; and neither Contractor nor any of the Contracted Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insured. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.
10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not

withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.

12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

X Contractor and the Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

☐ The following Contracted Parties have **more than limited contact** (as determined by District) with District students during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ All of the Contracted Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contracted Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

13. Tuberculosis Certification. Contractor and the Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

x Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

☐ The following Contracted Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at

no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406: _____

Contractor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
15. Assignment. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.
16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.
17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
20. Non-Discrimination. PROVIDER shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its programs.
21. Written Notice. Written notice shall be deemed to have been duly served if delivered in

person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
23. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. Subject To Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

CONTRACTOR:

ALBANY UNIFIED SCHOOL DISTRICT

WESTERN ROOFING SERVICE

By: _____
Name:
Title:

By: _____
Name:
Title:

Address for District Notices:

Address for Contractor Notices:

Albany Unified School District

Western Roofing Service

1216 Solano Avenue
Albany, CA 94706

15002 Wicks Blvd.
San Leandro, CA 94577

Date of Board Approval: _____



PROJECT PROPOSAL

Bid Date: 21-May-24

Customer			Project		
Albany Unified School District			Albany High School Central Kitchen Project		
1216 Solano Avenue			603 Key Rte Blvd.		
Albany	CA	94706	Albany	CA	94706
Scot Jaffe		(510) 558-3762	Mike Lampkin		(415) 423-7824
sjafe@ausdk12.org			mlampkin@buildingenclosuresolutionsinc.com		

SECTION A. STATEMENT OF WORK: (SOW)

The "Customer" and Western Roofing Service "Contractor" are the parties to this Proposal/Agreement. This statement of work (SOW) is subject to the terms and conditions as set forth in this Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Agreement, the scope of work or any other documents incorporated by reference herein, the terms and conditions of this Agreement shall prevail. This proposal is derived from our review and interpretation of construction documents and information provided by the Customer. WESTERN ROOFING SERVICE the "Contractor" is pleased to submit the following proposal as described herein.

WARRANTIES: Western Warranty / Yrs.: 2 Manufacturer / Yrs.: 20

PROJECT SCHEDULE: Estimated Start: Q3 2024 Estimated Completion: Q3 2024

Contractor shall have a minimum number of working days to complete the work to substantial completion. 10 Days

ALLOWANCES: NONE

TECHNICAL SPECIFICATIONS:

** HENRY PG 988 ROOF RESTORATION

- Installation of HENRY PG 988 White Elastomeric Silicone Roof Coating system over BUR cap.
- Conduct adhesion test to confirm 2.0 PSI adhesion
- Power wash, apply Henry PG 294 base coat at 1.25 gallons per 100 square feet
- At all seams, penetrations, curbs, flashing, perimeters, etc. apply Henry PG 923 or 957
- Apply Henry Pro-Grade 988 silicone at 44 mils DFT, approximately 3 gallons per 100 square feet.
- Removal of approximately 50 existing wood pipe support blocks and replace with new Carlisle Pipe Supports.
- Warranty - 20 year Gold Seal Labor and Material Warranty. Western Roofing Service 2 year Commercial Roof Warranty

** ADDITIONAL GUTTER REPAIRS

- Removal of 80 linear feet of existing galvanized sheet metal rusted gutter.
- Installation of 80 linear feet of new aluminum 0.050 gutter to match existing.

Quote Expires: 20-Jun-24

SECTION B. PRICING:

HENRY PG 988 ROOF RESTORATION	\$ 105,508
ADDITIONAL GUTTER REPAIRS	\$ 8,809

PROPOSAL CONTINUED

TOTAL BASE BID

\$ 114,317

SECTION C. QUALIFICATIONS:

- Work Start Date by: **Q3 2024**
- Addenda Acknowledged: **NONE**
- Base Bid excludes all related TRADE- work such as demolition, cleaning, final sweeping, carpentry, blocking, nailers, plumbing, sheet metal, architectural metal flashing, painting, structure weather protection, interior protection, unless specifically stated as included in above Section A, scope of work.
- **This Contract/Proposal or AIA Construction Contract A401 shall serves as the contract agreement between Customer and Western Roofing Service (Contractor).** If a Customer's or General Contractor's proprietary subcontract agreement is used as a substitute to this proposal, all qualifications and Terms and Conditions (T&C) herein shall be included as an addendum or referenced to as an Exhibit to the substitute agreement. A substitute agreement to this proposal shall be subject to a Contract Review Fee.
- Base Bid includes (1) uninterrupted crew mobilization. Additional mobilizations and unscheduled delay shall be subject to additional charges.
- Base Bid excludes all interior protection and all temporary weather protection of substrates and building, unless specifically stated as included in above scope of work.
- Base Bid excludes temporary protection of work unless specifically stated as included in the scope of work.
- Base Bid excludes all related building code upgrades, unless specifically stated as included in the scope of work.
- Base Bid excludes all Permit Fees, Bond Fees and Warranty Fees unless specifically stated in the scope of work.
- Customer to provide parking access for all construction vehicles and equipment during the duration of our work.
- Customer to provide safe (OSHA approved) access and egress for the work.
- Proposal is limited and based on conditions and qualifications described in Sections A, B, C, D, E and F. Additional charges will apply to changed or unforeseen working conditions.
- Work hours shall be 7:00AM to 3:30PM, unless otherwise agreed to by both parties in writing.
- Acceptance of this proposal the Customer acknowledges and accepts the Contractor's defined work scope including all clarification, qualifications and terms and conditions as contained herein.
- If the Customer elected to engage a third party contract managers all fees associated with such services, incurred by Western Roofing Service, shall be added to this proposal via an additive change order.

SECTION D. SPECIAL CONDITIONS AND QUALIFICATIONS:

PROPOSAL CONTINUED

1. Please read this entire proposal carefully. The foregoing is a limited estimate only based upon the information provided which does not account for a number of factors that could significantly impact this limited offer, including but not limited to an investigation of the site and conditions under which the work is to be performed revealing conditions neither disclosed or observed prior to the communication of this offer. Any additional or different terms beyond what is set forth in this proposal/contract shall not be effective unless specifically accepted by Contractor in writing.

SECTION E. PROPOSAL.

1. This Proposal is subject to revision or withdrawal by Contractor for any reason until communications of acceptance, and may be revised after communication of acceptance where an inadvertent error by Contractor has occurred. The Proposal expires thirty (30) days after the date stated above if not earlier accepted, revised or withdrawn. Any additional or different terms beyond what is set forth in this proposal/contract shall not be effective unless specifically accepted by Contractor by a signed document indicating Contractor's agreement to be bound thereto.

SECTION F. REQUIRED INFORMATION PER CONTRACTORS STATE LICENSE BOARD.

1. Contractors are required by law to be licensed and regulated by the Contractors' State License 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 date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

SECTION G. GENERAL TERMS and CONDITIONS

Nature of Work. Western Roofing Service ("Contractor") shall furnish the labor and material to perform the work described herein or in Statement of Work/Scope of Work (SOW) in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. **Payment.** Unless stated otherwise on the face of this proposal, Owner shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of "Substantial Completion" of the Work. Substantial Completion will be defined by all Work, relative to the project's applicable SOW, being completed by Contractor with only punch list items, as agreed between the parties, remaining and provided the manufacturer certifies the work for warranty coverage by the manufacturer. If completion of the Work extends beyond one month, Owner shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All invoices are due and payable 15 days from invoice date. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Contractor shall be entitled to recover from Owner costs of collection, including attorney's fees, resulting from Owner's failure to make proper payment when due. In no case shall a paid-when-paid clause apply to or delay the timeliness of lump sum payment or progress payments stated herein. Retention applicable to monthly billing 0%.

PROPOSAL CONTINUED

2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

3. Insurance. Contractor shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Contractor, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.

4. Additional Insured. If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured. Contractor hereby elects to proceed under all applicable California Civil Code Sections, specifically §2782 (e.)(2) and/or §2782.05 (e.)(2), and further upon final resolution of any such Claim, Contractor shall be proportionally reimbursed for defense fees, and cost previously paid by Contractor. **In no event shall indemnification by Contractor be greater than permitted by public policy and laws of the State of California.**

5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Any modification to the SOW to be installed by Contractor, not shown on the plans provided to Contractor prior to submittal of this proposal, shall be subject to an extra work change order. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.

6. Availability of Site. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.

7. Site Conditions. Contractor shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.

8. Price Volatility. **Asphalt, steel products, isocyanate, and other roofing products, including cost of delivery are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is an increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost, contractor will provide written documentation and advance notice to Customer.**

PROPOSAL CONTINUED

9. Fumes and Emissions. Owner and Contractor acknowledge that asphalt may be heated by Contractor, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.

11. Damages and Delays. Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

12. Electrical Conduit. Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.

13. Right to Stop Work. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.

14. Interior Protection. Customer acknowledges that demolition, re-roofing and most general construction activities may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, dripping may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

15. Working Hours. This proposal is based upon the performance of all work during Contractor's regular working hours. Unless state otherwise in this SOW normal work hours are 7:00 AM to 3:30 PM. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.

PROPOSAL CONTINUED

16. Warranty. Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

17. Indemnification. If Customer requires and Western agrees to make Customer or others additional insureds on Western's liability insurance policy, Customer and Western agree that the naming of Customer or others as additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Western and is not intended to make Western's insurer liable for claims that are due to the fault of the additional insured. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Contractor's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Western Roofing Service or anyone for whose work Contractor is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.

18. Mold. Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

19. Oil-Canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Provided Contractor provides and uses metal roofing panels that are of equal dimensions, gauge and strength of the existing panels and panels that are to be replaced, Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

20. Wind Loads or Uplift Pressures. Contractor is responsible for the Work to be in compliance with applicable codes and regulations and to specify or show the Work that is to be performed. Contractor is not responsible for design of the actual roof materials or roof design, including calculation or verification of wind-load design, except to the extent such materials or roof design do not perform as anticipated because of negligent or improper installation by Contractor or Contractor's subcontractors or agents. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift except as explicitly stated in this Agreement.

21. Material References. Contractor is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

PROPOSAL CONTINUED

22. Dispute Resolution - Arbitration. If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Contractor, including a claim alleging any breach of this contract or negligence by Contractor must be initiated no later than two (2) years after Contractor completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.

23. Price Contingency. The price provided for the identified scope of work is contingent and based upon this Contract/Proposal or execution of a standard AIA construction contract document, such as AIA A401.

24. Latent Moisture. Western Roofing Service is not responsible for the effects of moisture mitigation originating within the roof deck or substrate, including concrete decks, or due to moisture vapor drive from within the building. Residual moisture within the roof deck, particularly structural concrete decks, can adversely affect the properties and performance of roofing materials, regardless of additives or concrete admixtures that may be included in the concrete mix. Western Roofing Service commencement of roof installation indicates only that we have visibly inspected the surface of the deck for visible defects prior to commencement of roofing and the surface of the deck appeared dry. The 28-day concrete curing period does not signify the deck is sufficiently dry. Western Roofing Service is not responsible to test or assess the moisture content of the deck or evaluate the likelihood of condensation from moisture drive from within the building.

25. Material Escalation/Delay: The parties acknowledge that some of the materials and products to be used and installed in the construction of this Project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Contractor. If a specified product is unavailable or shipment is delayed, Contractor shall provide written notice to Contractor and shall be afforded additional time and substitute products may be considered. If there is an increase in price or delay of materials, equipment or products between the date of this Agreement and the time when the Project is ready for the installation of the affected material, the Contract Sum and/or the schedule shall be increased or adjusted to reflect the additional cost and time to obtain the materials, provided that the Subcontractor gives the Contractor written notice and documentation of the increased costs.

Submitted By: **Duane Motogawa** Title: **Project Mgr./Estimator**

Off. Phone: **(510) 925-0821** Cell: **415-716-8365** Email: dmotogawa@westroof.com

Buyer's Acceptance: You are hereby authorized to procure materials, equipment, supplies and labor to proceed with work outlined herein. I agree to pay the amount stated and agree to the contract terms and conditions.

Name: _____ Title: _____ Date: _____



PROJECT PROPOSAL

Bid Date: 21-May-24

Customer			Project		
Albany Unified School District			Albany High School Central Kitchen Project		
1216 Solano Avenue			603 Key Rte Blvd.		
Albany	CA	94706	Albany	CA	94706
Scot Jaffe		(510) 558-3762	Mike Lampkin		(415) 423-7824
sjafe@ausdk12.org			mlampkin@buildingenclosuresolutionsinc.com		

SECTION A. STATEMENT OF WORK: (SOW)

The "Customer" and Western Roofing Service "Contractor" are the parties to this Proposal/Agreement. This statement of work (SOW) is subject to the terms and conditions as set forth in this Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Agreement, the scope of work or any other documents incorporated by reference herein, the terms and conditions of this Agreement shall prevail. This proposal is derived from our review and interpretation of construction documents and information provided by the Customer. WESTERN ROOFING SERVICE the "Contractor" is pleased to submit the following proposal as described herein.

WARRANTIES: Western Warranty / Yrs.: 2 Manufacturer / Yrs.: 20

PROJECT SCHEDULE: Estimated Start: Q3 2024 Estimated Completion: Q3 2024

Contractor shall have a minimum number of working days to complete the work to substantial completion. 10 Days

ALLOWANCES: NONE

TECHNICAL SPECIFICATIONS:

** HENRY PG 988 ROOF RESTORATION

- Installation of HENRY PG 988 White Elastomeric Silicone Roof Coating system over BUR cap.
- Conduct adhesion test to confirm 2.0 PSI adhesion
- Power wash, apply Henry PG 294 base coat at 1.25 gallons per 100 square feet
- At all seams, penetrations, curbs, flashing, perimeters, etc. apply Henry PG 923 or 957
- Apply Henry Pro-Grade 988 silicone at 44 mils DFT, approximately 3 gallons per 100 square feet.
- Removal of approximately 50 existing wood pipe support blocks and replace with new Carlisle Pipe Supports.
- Warranty - 20 year Gold Seal Labor and Material Warranty. Western Roofing Service 2 year Commercial Roof Warranty

** ADDITIONAL GUTTER REPAIRS

- Removal of 80 linear feet of existing galvanized sheet metal rusted gutter.
- Installation of 80 linear feet of new aluminum 0.050 gutter to match existing.

Quote Expires: 20-Jun-24

SECTION B. PRICING:

HENRY PG 988 ROOF RESTORATION	\$ 105,508
ADDITIONAL GUTTER REPAIRS	\$ 8,809

PROPOSAL CONTINUED

TOTAL BASE BID

\$ 114,317

SECTION C. QUALIFICATIONS:

- Work Start Date by: **Q3 2024**
- Addenda Acknowledged: **NONE**
- Base Bid excludes all related TRADE- work such as demolition, cleaning, final sweeping, carpentry, blocking, nailers, plumbing, sheet metal, architectural metal flashing, painting, structure weather protection, interior protection, unless specifically stated as included in above Section A, scope of work.
- **This Contract/Proposal or AIA Construction Contract A401 shall serves as the contract agreement between Customer and Western Roofing Service (Contractor).** If a Customer's or General Contractor's proprietary subcontract agreement is used as a substitute to this proposal, all qualifications and Terms and Conditions (T&C) herein shall be included as an addendum or referenced to as an Exhibit to the substitute agreement. A substitute agreement to this proposal shall be subject to a Contract Review Fee.
- Base Bid includes (1) uninterrupted crew mobilization. Additional mobilizations and unscheduled delay shall be subject to additional charges.
- Base Bid excludes all interior protection and all temporary weather protection of substrates and building, unless specifically stated as included in above scope of work.
- Base Bid excludes temporary protection of work unless specifically stated as included in the scope of work.
- Base Bid excludes all related building code upgrades, unless specifically stated as included in the scope of work.
- Base Bid excludes all Permit Fees, Bond Fees and Warranty Fees unless specifically stated in the scope of work.
- Customer to provide parking access for all construction vehicles and equipment during the duration of our work.
- Customer to provide safe (OSHA approved) access and egress for the work.
- Proposal is limited and based on conditions and qualifications described in Sections A, B, C, D, E and F. Additional charges will apply to changed or unforeseen working conditions.
- Work hours shall be 7:00AM to 3:30PM, unless otherwise agreed to by both parties in writing.
- Acceptance of this proposal the Customer acknowledges and accepts the Contractor's defined work scope including all clarification, qualifications and terms and conditions as contained herein.
- If the Customer elected to engage a third party contract managers all fees associated with such services, incurred by Western Roofing Service, shall be added to this proposal via an additive change order.

SECTION D. SPECIAL CONDITIONS AND QUALIFICATIONS:

PROPOSAL CONTINUED

1. Please read this entire proposal carefully. The foregoing is a limited estimate only based upon the information provided which does not account for a number of factors that could significantly impact this limited offer, including but not limited to an investigation of the site and conditions under which the work is to be performed revealing conditions neither disclosed or observed prior to the communication of this offer. Any additional or different terms beyond what is set forth in this proposal/contract shall not be effective unless specifically accepted by Contractor in writing.

SECTION E. PROPOSAL.

1. This Proposal is subject to revision or withdrawal by Contractor for any reason until communications of acceptance, and may be revised after communication of acceptance where an inadvertent error by Contractor has occurred. The Proposal expires thirty (30) days after the date stated above if not earlier accepted, revised or withdrawn. Any additional or different terms beyond what is set forth in this proposal/contract shall not be effective unless specifically accepted by Contractor by a signed document indicating Contractor's agreement to be bound thereto.

SECTION F. REQUIRED INFORMATION PER CONTRACTORS STATE LICENSE BOARD.

1. Contractors are required by law to be licensed and regulated by the Contractors' State License 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 date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

SECTION G. GENERAL TERMS and CONDITIONS

Nature of Work. Western Roofing Service ("Contractor") shall furnish the labor and material to perform the work described herein or in Statement of Work/Scope of Work (SOW) in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. **Payment.** Unless stated otherwise on the face of this proposal, Owner shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of "Substantial Completion" of the Work. Substantial Completion will be defined by all Work, relative to the project's applicable SOW, being completed by Contractor with only punch list items, as agreed between the parties, remaining and provided the manufacturer certifies the work for warranty coverage by the manufacturer. If completion of the Work extends beyond one month, Owner shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All invoices are due and payable 15 days from invoice date. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Contractor shall be entitled to recover from Owner costs of collection, including attorney's fees, resulting from Owner's failure to make proper payment when due. In no case shall a paid-when-paid clause apply to or delay the timeliness of lump sum payment or progress payments stated herein. Retention applicable to monthly billing 0%.

PROPOSAL CONTINUED

2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

3. Insurance. Contractor shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Contractor, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.

4. Additional Insured. If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured. Contractor hereby elects to proceed under all applicable California Civil Code Sections, specifically §2782 (e.)(2) and/or §2782.05 (e.)(2), and further upon final resolution of any such Claim, Contractor shall be proportionally reimbursed for defense fees, and cost previously paid by Contractor. **In no event shall indemnification by Contractor be greater than permitted by public policy and laws of the State of California.**

5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Any modification to the SOW to be installed by Contractor, not shown on the plans provided to Contractor prior to submittal of this proposal, shall be subject to an extra work change order. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.

6. Availability of Site. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.

7. Site Conditions. Contractor shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.

8. Price Volatility. **Asphalt, steel products, isocyanate, and other roofing products, including cost of delivery are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is an increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost, contractor will provide written documentation and advance notice to Customer.**

PROPOSAL CONTINUED

9. Fumes and Emissions. Owner and Contractor acknowledge that asphalt may be heated by Contractor, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.

11. Damages and Delays. Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

12. Electrical Conduit. Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.

13. Right to Stop Work. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.

14. Interior Protection. Customer acknowledges that demolition, re-roofing and most general construction activities may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, dripping may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

15. Working Hours. This proposal is based upon the performance of all work during Contractor's regular working hours. Unless state otherwise in this SOW normal work hours are 7:00 AM to 3:30 PM. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.

PROPOSAL CONTINUED

16. Warranty. Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

17. Indemnification. If Customer requires and Western agrees to make Customer or others additional insureds on Western's liability insurance policy, Customer and Western agree that the naming of Customer or others as additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Western and is not intended to make Western's insurer liable for claims that are due to the fault of the additional insured. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Contractor's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Western Roofing Service or anyone for whose work Contractor is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.

18. Mold. Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

19. Oil-Canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Provided Contractor provides and uses metal roofing panels that are of equal dimensions, gauge and strength of the existing panels and panels that are to be replaced, Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

20. Wind Loads or Uplift Pressures. Contractor is responsible for the Work to be in compliance with applicable codes and regulations and to specify or show the Work that is to be performed. Contractor is not responsible for design of the actual roof materials or roof design, including calculation or verification of wind-load design, except to the extent such materials or roof design do not perform as anticipated because of negligent or improper installation by Contractor or Contractor's subcontractors or agents. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift except as explicitly stated in this Agreement.

21. Material References. Contractor is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

PROPOSAL CONTINUED

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Submitted By: **Duane Motogawa** Title: **Project Mgr./Estimator**

Off. Phone: **(510) 925-0821** Cell: **415-716-8365** Email: dmotogawa@westroof.com

Buyer's Acceptance: You are hereby authorized to procure materials, equipment, supplies and labor to proceed with work outlined herein. I agree to pay the amount stated and agree to the contract terms and conditions.

Name: _____ Title: _____ Date: _____