



# CITY OF DEL REY OAKS

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## Staff Report

**DATE:** December 17<sup>th</sup>, 2024

**TO:** Honorable Mayor and Members of City Council

**FROM:** Chris Bourquin, Chief of Police

**SUBJECT:** Approve Award of a Contract with Prestige Roofing, LLC to Complete Roof Repairs from Damage Sustained during Winter Storms (FEMA-4699-DR)

**CEQA:** Staff has determined this project to be categorically exempt per Section 15301 of the CEQA Guidelines.

### Recommendation

Approve entering into a contract with Prestige Roofing, LLC to complete roof repairs from damage sustained during last winter's storms (FEMA-4699-DR)

### Background:

A Presidential declaration of a major disaster for the State of California (FEMA-4699-DR), dated April 3, 2023 was issued by FEMA. 4699DR dealt with severe California winter storms, straight-line winds, flooding, landslides, and mudslides between Feb 21, 2023 - Jul 10, 2023. The City of Del Rey Oaks applied for disaster relief for damage sustained to the roof of City Hall. FEMA has approved our application and the city has received the funds (\$72,771.33) allocated for repairs. After receiving three estimates for the roof repairs, staff recommends approval of a contract with the lowest bidder, Prestige Roofing, LLC.

### Fiscal Impacts

The total cost of the contract is \$76,025. The cost to the city will be \$3,253.67 which is the difference between the funds received from FEMA / CalOES and the Prestige Roofing, LLC estimate. There are sufficient funds in the adopted FY 2024-25 budget for PW maintenance and repair projects.

### ATTACHMENTS:

1. Repair estimates from Prestige Roofing, LLC, Premo Roofing and Scudder Roofing.
2. Prestige Roofing, LLC contract

Respectfully Submitted,

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Chris Bourquin  
Chief of Police



10830 Merritt St Suite #5  
Castroville CA 95012  
Office (831) 998-7775  
CA LIC # 1045785

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September 16,2024

**CITY OF DEL REY OAKS**

**650 Canyon Del Rey Blvd  
Del Rey Oaks CA 93940**

Att: Ron Fucci  
Email: rfucci@delreyoaks.org  
Phone: (831) 713-0171

Re: 650 Canyon Del Rey Blvd, Del Rey Oaks CA 93940

Per your request, we are pleased to submit a roofing proposal for your consideration.

**Work To Be Performed:** At Existing hot map flat roof and pitch roof.

1. Tear off existing roofing down to bare wood sheathing and remove all debris from the premises.
2. Replace damaged/rotted wood sheathing. This is to be done as required by the city /County or where necessary to ensure a good quality roof. Since wood condition cannot be determined until the roof is removed, **the cost of replacement is not included in the bid price. Initial\_\_\_\_\_**
3. Install new (Gray /Tan) **IB single-ply 60-mil** mechanically attached roof system per manufacturers specifications. Install one layer of ¼" Densdeck Gypsum fire barrier board under single ply roofing. **(20 yrs manufactory warranty)**
4. Supply and install new related roof accessories, Roofing jacks and plumbing pipes, inside corners, outside corners, T-joints, per manufacturers specifications.
5. Install new metal base flashing at existing chimney.
6. Install new galvanized drains and downspouts.
7. Install 2 new custom box drains.
8. Install new Single ply Boots at each solar standup.
9. At Small roof entrance install new rigid taper insulation to properly slope roof

10. Install pressure treated wood blocks under 2-small HVAC Units and conduits and supply lines.
  11. At 2 existing downspouts from composition roof above Install new downspouts over flat roof to drain in to drain box.
  12. At pitch roof Install Malarkey (30) year Dimensional style Class “A” fire rated asphalt and fiberglass shingles, or equal per manufactures specifications. Note: All shingles to be nailed, no staples will be used. Color of roofing owner choice
  13. Install one layer of Tiger paw felt underlayment under shingles.
  14. Install new solar roofing jacks at each standup post.
  15. Clean up all roofing debris upon completion of the project.
- Total Price: \$ 61,400.00 Initial \_\_\_\_\_**

**Option:** At flat and Pitch roof (Solar System)

16. Remove 56 Solar modules, Rails and conduit on roof Included transfer of Modules to on-site storage Location.
  17. Labor to Install 56 Solar modules, Included re installation of optimizer rails, and conduit.
  18. Restart of System and production check ones complete.
  19. Clean up all roofing debris upon completion of the project.
- Total Price: \$ 13,500.00 Initial \_\_\_\_\_**

**Option:** At (Gutters)

20. At Existing Areas Install new (5”) Aluminum seamless rain gutter and downspouts. Note: The gutter hangers to be spaced no more than 4’ feet apart. Color and style of gutter to be owner’s choice.
  21. Clean up all roofing debris upon completion of the project.
- Price: \$ 1,125.00**

**Bid Exclusions:** Permits. Cover interiors. front mansard metal roof at entry of building. HVAC service or maintenance. Remove or New Duck wort.

**Bid Qualifications:** Prestige Roofing and Sheet Metal is **IB Roof System / Malarkey** Certified Installer.

22. Prices include all materials, taxes, labor, clean up, licenses, and insurance (PL, PD, and workman's compensation) required to complete the job. Any alterations or improvement, which must be replaced or repaired, will result in a change of order or additional charge. Labor will be billed at the rate of \$ 80.00 per hour and materials will be charged at cost plus tax, plus an additional 10%
23. Contractor's scope of work shall not include the identification, detection, abatement, encapsulation, and/or removal of asbestos or similar hazardous substances. If contractor encounters any such products or materials in the course of performing its work and contractor determines that such materials present a hazard to its employees, contractor shall have the right to discontinue work and remove employees from the jobsite until such products or materials and any hazards connected therewith are located, abated, encapsulated, or removed. The contractor shall receive an extension of time to complete its work hereunder and compensation from removal costs and delays encountered as a result of such situation and correction.
24. Any alteration or deviation from the above specification involving extra costs will become an extra charge over and above the work. Our workers are fully covered by Workmen's Compensation and Public Liability Insurance. Overdue accounts will be charged interest at the rate of 1.5% per month (minimum \$ 2.00 per month charge) or 18% per annum after 30 days. In the event it becomes necessary to enforce this agreement by litigation, the prevailing party shall be entitled to court costs, attorney and collection fees. This proposal may be withdrawn at any time before acceptance.

As we know raw material shortages and price increases continue to hit the market in our industry. Currently our bid proposals estimate is valid for 30 days, anything after that is subject to change or to be revised for any price increase.

25. The above proposal is covered by our (10) year workmanship warranty.

We appreciate the opportunity to submit our proposal. Please call if you have any questions or if we can be of further service.

Sincerely,

Prestige Roofing and Sheet metal.

Miguel Ruiz (831) 484-8880

Accepted: \_\_\_\_\_

Dated: \_\_\_\_\_



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(831) 901-3352 • premosolar.com

11520 Commercial Pkwy, Castroville, CA 95012 • Est. 1983 • Lic. #1102949

## **PROPOSAL & CONTRACT**

August 8, 2024

**OWNER:** Del Rey Oaks Police Department

**JOB SITE ADDRESS:** 650 Canyon Del Rey Blvd, Del Rey Oaks, CA 93940

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Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to complete in a good and workmanlike manner the following:

### **Solar Panel Removal and Re Install.**

#### **Scope of Work:**

1. Provide all material and labor necessary to remove 56 panels
2. Replace Rails with new Iron Ridge XR100
3. Replace mounts and flashings
4. Replace conduit
5. Re install 56 panels

#### **Contract Price:**

Homeowner shall pay the Contractor for the materials and labor performed under this agreement in an amount of: **\$25,185.00**

#### **Payment Terms:**

Due in full upon completion of work.

#### **Work Exclusions:**

Unless specified to the contrary in the Installation Agreement or a Change Order, the services, activities, and work set forth below are excluded from the scope of work required by Contractor pursuant to the Contract:

1. Removal or re-location of equipment, obstacles, or vegetation in the vicinity of the Solar System.
2. Cost of stamped engineering calculations and/or drawings.
3. Upgrade of any existing electrical panels or PG&E service equipment, conductors, etc.

**ADDITIONAL TERMS, CONDITIONS AND NOTICES THAT YOU, THE OWNER OR SIGNATORY PARTY FOR OWNER ARE SUBJECT TO:**

- If it becomes necessary to institute suit or to employ an attorney in connection with any dispute arising under the terms and conditions of this contract, the prevailing party shall be entitled to recover all court costs and reasonable attorney's fees in addition to all damages proven.
- If terms and conditions of Installation Agreement are accepted, the owner of the property is required to sign below indicating acceptance of the Installation Agreement. If an agent or someone other than the owner signs for approval on the owner's behalf, a Preliminary Lien Notice will be filed and sent to owner of property (See Mechanic's Lien Law information shown below).
- In the event you cancel the signed contract, after work has started, or materials ordered, a 10% cancellation fee of the bid proposal amount shall be charged in addition to any incurred costs, permit fees, or accrued overhead expenses.
- This proposal is void if not accepted within 30 days.
- A notice concerning commercial general liability insurance is attached to this contract.
- A notice concerning workers' compensation insurance is attached to this contract.

Respectfully Submitted,

By: *Daniel Verdugo*

Daniel Verdugo  
Premo Roofing & Solar  
CA License #1102949

Contractor is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which I/we agree to pay the amount mentioned in the said proposal and in accordance with the terms thereof.

**ACCEPTED AND AUTHORIZED BY**

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

## **MECHANICS LIEN WARNING:**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 1-800-321-CSLB (2752).

Remember, if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

## **INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: VISIT CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov) CALL CSLB at 1-800-321-CSLB (2752) WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

### **Note about Extra Work and Change Orders**

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

### **COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)**

Premo Solar carries commercial general liability insurance written by Kinsale Insurance Company. You may call the Kinsale Insurance Company at (804) 289-1300 to check the contractor's insurance coverage.

### **WORKERS' COMPENSATION INSURANCE**

Premo Solar carries workers' compensation insurance for all employees





11520 Commercial Pkwy, Castroville, CA 95012  
Office: (831) 443-3605 • premoroofing.com  
Est. 1983 • Lice #436765



## *PROPOSAL AND CONTRACT*

August 7, 2024

**NAME:** City of Del Rey Oaks- Ron Fucci

**ADDRESS:** 650 Canyon Del Rey Boulevard, Del Rey Oaks, CA 93940

**JOB ADDRESS:** Same

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances to do, perform and complete in a good workmanlike manner the following:

### *New 60 Mil IB PVC Roof System* & *Malarkey Ecoasis Solar Reflective Shingles*

#### **Preparation:**

1. Provide re-roofing permit and facilitate required inspections.
2. Cover and protect outside perimeter of building as needed from re-roofing activities.
3. Remove the existing foam and Built-Up (hot tar) roof systems cleaning the underlying wood decking of all loose debris (Flat with parapet walls).
4. Remove and dispose of the existing fiberglass roof system cleaning the underlying roof deck of all nails and debris.
5. Clean around the base of the existing duct penetrations, exhaust fan units and remaining roof equipment as needed to incorporate into the new PVC roof system.
6. Install new solid wood box curbs at all roof mounted equipment that currently sit on wood sleepers.
7. Install new tapered insulation (Crickets) at the back of all vertical unit curbs and skylights.

#### **60 Mil IB PVC:**

1. Install 1 layer of 1/4" Dens Decking (4' x 8' sheets) over the entire roof area and secure to underlying roof deck with 3" steel insulation plates and #14 2" wood screws (Provides class "A" fire rating and uniform and projection free substrate).
2. Re-roof over the new Dens Decking with 60 Mil IB PVC (72" wide sheets) single ply membrane and fasten to existing roof substrate with 2" #14 wood screws and 2" steel membrane plates 12" on center.
3. Install 2 half sheets (36" wide) of PVC around outside perimeter of roof as needed to provide wind uplift requirements.
4. Hot air weld new membrane at all field seams with automatic welder.
5. Install new 3" x 3" 90-degree PVC cladding metal along bottom edge of roof deck and secure in place with 1.5" #14 wood screws.
6. Apply an 8" wide 60 Mil PVC cover strip over new cladding metal and heat weld to new cladding metal and top of field sheet.
7. Install new PVC pipe and vent boots at all plumbing and vent pipe penetrations and hand weld over the top of field membrane.
8. Provide and install all remaining PVC membrane components which include pre-molded inside and outside corners at equipment curbs, termination bar, caulking and sealants as needed to apply new roof system.
9. Clean up and haul away all roof debris from the site to complete.

**Malarkey Ecoasis:**

1. Install new 60 Mil IB Roof system at internal gutter detail.
2. Apply 1 layer of Malarkey Secure Start Plus Synthetic Underlayment over the existing plywood secured to existing roof deck with plastic cap nails.
3. Install Smart Start starter course along bottom perimeter eave edges and secure in place.
4. Install new *Malarkey Ecoasis NEX* Polymer Modified Architectural Shingles over new felt and secure to existing roof deck with 1 ¼" hot dipped galvanized roofing nails.
5. Install new metal plumbing and vent pipe flashings at all roof penetrations to replace existing and paint to match color of new shingles.
6. Install new 10" Malarkey EZ-Ridge ridge cap at all hip and ridge locations secured in place with 1 ¾" hot dipped galvanized roofing nails.

**Additional Details:**

1. New roof system carries a 10-year workmanship and standard 20-year manufacturer's warranty.
2. New Malarkey Ecoasis roof system carries 10-year workmanship and 40-year manufacturer's warranty.
3. The proposed bid price is for a full re-roof.
4. New IB PVC roof system is impervious to ponding water.
5. Existing HVAC Ducting & Gas lines, solar system figured to be removed by others.
6. New roof systems comply with Monterey County CRRC commercial roofing regulations.

**All the above is to be completed for the sum of \$67,850.00.**

Sixty-Seven Thousand Eight Hundred Fifty and NO/100

**Exclusions:** Dry rot and termite damage repairs, removal and re-installation of existing solar system, removal and reinstallation of gas lines, ducting etc. electrical work or repairs, new gutters, leader heads & downspouts, removing of any obsolete or abandoned roof equipment, additional sloping of existing roof deck or building up of any sagging or low spots (existing roof deck has deflection, Premo Roofing will not be responsible for any ponding water to result in the future), intake attic space venting, access limitations around perimeter of building, any additional labor or materials not outlined in the above Proposal & Contract.

**ADDITIONAL TERMS, CONDITIONS AND NOTICES THAT YOU, THE OWNER  
OR SIGNATORY PARTY FOR OWNER ARE SUBJECT TO:**

- If needed, replacement of rotten sheathing is billed on a time and material basis at a rate of **\$150.00 per man hour**. All new materials installed will be bench primed. Finish painting will not be provided.
- All payments are due 10 days from the billing date. Interest will be charged at the rate of **1 ½% per month or 18% per annum** after 30 days. Any other arrangements must be made in writing and agreed to by both parties prior to commencement of the project.
- Sheathing repairs done by Premo Roofing are done for the sole purpose of weatherproofing the roof.
- Premo Roofing will not be responsible for any pest infestation or dry rot which may appear in the future.
- Any asbestos discovered on the premise shall be the sole responsibility of the owner and Premo Roofing takes no responsibility with respect to the removal and/or disposal of the same.
- If it becomes necessary to institute suit or to employ an attorney in connection with any dispute arising under the terms and conditions of this contract, the prevailing party shall be entitled to recover all court costs and reasonable attorney's fees in addition to all damages proven.
- If the terms and conditions of Proposal & Contract are accepted, the owner of the property is required to sign below indicating acceptance of Proposal & Contract. If an agent or someone other than the owner signs for

approval on the owner's behalf, a Preliminary Lien Notice will be filed and sent to the owner of property (See Mechanic's Lien Law information shown below).

- In the event you cancel the signed contract, after work has started, or materials ordered, a 10% cancellation fee of the bid proposal amount shall be charged in addition to any incurred costs including hours spent on clerical work, ordering, and delivering of samples, permit fees and accrued overhead expenses.
- The terms of payment shall be: **50% progress payment upon loading roof with new material and balance due in full upon completion of work.**
- Special order and non-returnable materials will have to be paid for in advance before ordering said materials.
- Proposed bid price is subject to material price increases. Costs of materials continue to rise making it difficult to hold pricing for more than 30 days.
- "Under the **Mechanic's Lien Law** (California Code of Civil Procedure, Section 1181 ET SEQ.), any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Contractor's State License Board, 1020 N. Street, Sacramento, California 95814.

Respectfully Submitted,

By *Cesar Felix*

Cesar Felix  
Premo Roofing Company  
CA License #436765

**ACCEPTED AND AUTHORIZED BY**

Date \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

# ***Scudder Roofing Company***

California Contractor's Lic. #445118

P.O. Box 2596 Monterey, CA 93942

Telephone: (831) 373-7212 Fax: (831) 883-2453

Visit our website at: [www.scudderroofing.com](http://www.scudderroofing.com)

## **Proposal/Contract**

Date: November 18<sup>th</sup> 2024

Attention: Ron Fucci  
[RFucci@delreyoaks.org](mailto:RFucci@delreyoaks.org)

Roofing Proposal For: 650 Canyon Del Rey Oaks "City Hall-Roof"

Del Rey Oaks

From: Javier Heredia  
[Javier@scudderroofing.com](mailto:Javier@scudderroofing.com)

Cell: (831) 901-3150 / Fax: (831) 883-2453

Bid Date: November 18<sup>th</sup> 2024

### **Scope of work:**

Scudder Roofing will furnish all the required materials which we guarantee will be as specified, and we will perform all the labor required for the completion of the re-roof work as follows.

- Property owner(s) will be listed as additionally insured and receive a copy of Scudder Roofing's current Workman's Compensation and General Liability insurance forms before work is scheduled to start.
- Scudder Roofing will coordinate and facilitate a pre-construction meeting at the job site before the commencement of work. The pre-construction meeting will be attended by Javier Heredia (Project Consultant), Abel Mendoza (Safety Superintendent), the project foreman, and the owner/agent. The purpose of the meeting is to introduce the owner/agent to the project foreman and discuss the project details and ensure all expectations are met.
- All roof installation procedures and other related work installed by Scudder Roofing will be performed following current Cal-OSHA safety recommendations and requirements.
- Scudder Roofing will secure all necessary permits required by the permitting agency. All inspections will be facilitated by Scudder Roofing employees.
- At the end of each day, the working area will be made watertight to protect the building and its contents from normal weather conditions.
- The work area will be cleaned daily. Upon completion of the work described below, a final clean-up will be performed and all job-related debris will be removed.
- All work performed by Scudder Roofing will be in accordance to local building codes, manufacturer's recommendations, and guidelines set by the (NRCA) National Roofing Contractors Association.

**Base bid 1: 60-mil Duro-Last Roof System and CertainTeed Landmark Solaris Roof system****Preparation Work:**

1. **Flat Roof Area:** At the flat roof areas remove all mastic from all roof penetration and remove the existing perimeter edge flashings. Clean the roof surface and remove any loose debris to prepare the existing cap sheet roof surface for the installation of a new 60-mil Duro-Last roofing system.
2. **Shingle pitch Roof Area:** At the pitched shingle roof area Tera of the existing roof system down to the wood substrate. Pull all roof nails, clean the roof surface and remove any loose debris to prepare for the new roof system
3. **End-of-Day Cleanup:** At the end of each workday, sweep the perimeter of the working area and the driveway using a magnetic sweep to ensure all fasteners and debris are removed from the job site.

**Installation:**

1. **Roof Insulation:** Supply and install new tapered cricket's behind existing curbs.
2. **Roof System:** Supply and install a new Class "A" fire-rated 60-mil Duro-Flece roof system, adhered system over the existing cap sheet system, following the manufacturer's specifications.
3. **Wall Membrane and Transitions:** Install new membrane at all roof-to-wall transitions, ensuring proper coverage and sealing and installing Termination Bar.
4. **Flashing and Drains:** Install all new membrane corners, flashings, drains, as required.
5. **Pipe Boots and Vents:** Supply and install new membrane pipe boots and roof membrane one-way vents.
6. **Perimeter edge:** Supply and install all new 3" vinyl coated drip edge flashings at all roof perimeters.
7. **Color Selection:** The color of the single-ply membrane will be selected by the owner from the manufacturer's standard color options.
8. **At the pitched roof:** supply and install new perimeter edge flashings and install new membrane at internal gutter details and new membrane drains. Install pre-painted 2"x2" drip edge metal at all eave perimeter details of a new composition shingle roof system. Supply and install new pipe jacks flashings at solar standoffs. Supply and install new galvanized plumbing pipe jacks, and hooded aluminum vent assemblies with rubber storm collars at all plumbing details. Install self-adhered WinterGuard waterproofing membrane around all roof penetrations and valley details. Supply and Install one layer of CertainTeed high-performance Diamondeck synthetic roof underlayment over the entire roof area. At lower eave lines, supply and install CertainTeed Swift starter at all rake and eave details. Install a CertainTeed "Landmark Solaris" Roof system as per manufacturer specifications. All field shingles will be fastened using Hot dip galvanized roofing nails. Install new low profile O'Hagin vents to promote adequate attic venting. Install heavy textured "Mountain" ridge trim shingles fastened with stainless steel roofing nails at all hip and ridge details.

**ADD ON Solar PV Work:** Carefully remove the existing PV solar system as necessary and set aside for re-installation after installing the new roof system. The PV solar system will be re-installed to match the same existing layout. Before the solar system removal and after installation, Scudder Solar will monitor the system to ensure everything is in good working condition. \*Please note that Scudder Roofing/Solar is not responsible for future system performance or faulty equipment during removal or installation. A project improvement order will take effect if additional components/wiring is required.



### Guarantee

Ten (10)-year guarantee on workmanship provided by Scudder Roofing Company. The manufacturer of product selected by the owner will provide a material warranty where applicable.

### Exclusions:

Interior cover-up	Interior painting	Eave Venting	Hazardous mat/abatement/disposal
New Gutters	Splash blocks	Performance Bond	New Skylights
Stucco Work	Electrical work	Plumbing work	HVCA Work
Work at other areas	Dry rot repairs	Permit cost	Additional Solar PV equipment
			Roof insulation/tapper roof system

### Safety note

The job scope detailed in this proposal includes the set-up, as necessary, of worker and pedestrian safety systems which may include but are not limited to toe boards at roof level and personal safety harness systems and other fall protection systems to be worn or secured by Scudder workman while on the roof. All roof installation procedures and other related work installed by Scudder Roofing will be performed in accordance with current Fed-OSHA safety recommendations and requirements.

### Asbestos note

If demolition encounters asbestos for removal, disturbance, or disposal, owner of building will be responsible for any disposal and roof price will increase accordingly for any special abatement procedures.

### Price note

Prices are based on having good access the roof areas for loading purposes and working continuously without interruption for the duration of the project. If direct access is not available and it becomes necessary to pack the materials and/or if delays develop which are out of our control and may affect the profitability of the work provided by the Scudder Roofing Company a change order may be issued to cover the cost of additional set up time for each delay.

Prices include all materials, labor, clean up, licenses, and insurance (PL, PD, and Workman's Compensation) required to complete the job. Any alterations or improvements which must be performed by Scudder Roofing will be charged at an additional rate of \$145.00 per hour and materials will be charged at cost plus 40% gross margin. Please note that any alterations or improvements performed will be done solely for purposes of roof installation. Bid subject to change if not accepted within fifteen (15) days.

**Payment terms**

We propose to perform the above work in accordance with the drawings and specifications submitted and completed in a workmanlike manner according to standard practices with payments made as outlined in "terms and conditions" on the following page. Any alteration or deviation from the above specifications involving extra costs will be made and will become an extra charge over and above the work. Our workers are fully covered by Workman's Compensation and Public Liability Insurance. Overdue accounts will be charged interest at the rate of 1.5% per month (minimum \$2.00 per month charge). In the event it becomes necessary to enforce this agreement by litigation, the prevailing party shall be entitled to court costs, attorney and collection fees. We may withdraw this proposal at any time before acceptance.









**MEDIATION.** The parties agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, through a mutually agreed upon mediator, who shall be a professional mediator, retired judge or attorney, or through the judicial Arbitration and Mediation service. (JAMS), or any other mediation provider or service mutually agreed to by the parties. Mediation fees, if any, shall be divided equally among the Parties. If, for any dispute or claim to which this paragraph applies, any part (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before an action or arbitration is commenced, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that Party in any such action or arbitration.

**ARBITRATION OF DISPUTES.** The Parties agree that any dispute or claim arising out of this agreement, or any resulting transaction, which is not settled through mediation, shall be decided by neutral binding arbitration. The arbitration shall be a retired judge or justice, or an attorney with at least 10 years of experience in construction litigation. The Parties shall have the right to discovery in accordance with Code of Civil Procedure 1283.05. in all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure.

Enforcement of this agreement shall be governed by the Federal Arbitration Act. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction.

“NOTICE: By INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECED BY NEUTRAL ARBITRATION AS PROVIDE BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL, BY INTIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATION UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.” WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTER INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”

Customer

Scudder

**Fencing / Facilities / Pedestrian Safety**

There is no work are wire- cyclone fencing or a staging area or entry-way Pedestrian safety-scaffold included in this proposal. If this or Project fencing is required a change order will result.

Standard Orange Cones and Caution tape will be used to delineate the work areas.

**Plants**

Scudder Roofing assumes no responsibility for damage to plants and shrubs, however all due care will be taken to prevent damage.

**Change Orders**

If you direct any modification or addition to the work covered by this contract, the charge for that extra work shall be determined in advance and the estimated cost shall be added to the contract price, either by estimated amount or previously agreed upon time and materials basis. You shall make payments for all extras as that work progresses, concurrently with the regularly scheduled payments. Contractor shall do no extra work without prior written authorization from you. Any extra work may also increase the estimated time for completion of this project. If

owner cannot be reached to approve additional required work, Scudder Roofing will assume owner agrees to the charges and Scudder Roofing will move forward to complete the project on a timely basis.

**Job duration note**

Prices are based on working continuously without interruption for the duration of the project. If delays are develop which are out of our control and may affect the profitability of the work provided by the Scudder Roofing Company a change order may be issued to cover the cost of additional set up time for each delay.

**Lead note**

California law requires all structures built prior to 1978, where a painted area in the amount of 20 square feet or more may be disturbed during the roofing or reconstruction process to be either tested for lead in the paint or to assume the existence of lead in the paint. Any removal of paint or stucco in the amount of 20 square feet or more is subject to this provision. As such any testing or abatement procedures required to perform this work will result in a change order over and above the project amount listed in this proposal.

**Ceiling**

Scudder Roofing assumes no responsibility for damage to ceilings, resulting from roof vibration during re-roofing procedures; however, all due care is taken to prevent any damage. Although great care is administered Scudder Roofing cannot be responsible for non-detectable house wiring that may run directly underneath existing roof system. This wiring may be disturbed or may need to be upgraded to meet certain code upgrades, if this is discovered a change order price will be produced.

**Note:** Scudder Roofing assumes no responsibility for damage to skylight(s) resulting from roofing procedures. However, all due care is taken to prevent any damage.

**Note:** Due to the nature of a roofing project, Scudder Roofing must use the driveway access provided. Scudder roofing will assume no liability for damage, which may be caused to the driveway/sidewalk by Scudder, its employees and/or agents. Such damage may include, but is not limited to, subsidence, cracks, crumbling or displacement of the surface due to placing laden or UN-laden vehicles, trucks and/or equipment on the driveway surface.

**Note:** Scudder Roofing assumes no responsibility for damage to dry wall ceilings, resulting from roof vibration during roofing procedures. However, all due care is taken to prevent any damage.

**Note:** During roofing of your home or business it is possible the heat duct and water heat duct can be disturbed or jarred loose. Often times it is undetectable from the roof line that any disturbance has occurred. It is strongly recommended and suggested that after the roof is complete and if Scudder Roofing cannot access interior of the house that the owner inspect the duct systems on both the water heater and furnace. If anything looks out of the ordinary and appears to be loose or disturbed, please contact us at your earliest convenience so we can perform a further investigation. It is crucial because an improper connection of the ducting can result in serious injury or death due to carbon monoxide poisoning.

**Time for Performance**

It is anticipated that work on this contract will begin approximately \_\_days after return of the signed agreement, and will be completed in approximately days after commencement, weather permitting. If contractor fails to commence work within twenty (20) days of the date specified for commencement, this may constitute a violation of the Contractor's State Licensing Law.

**Mechanics Lien Notice to Owner**

To protect yourself under the Mechanics Lien Law, you have the right to require all materials suppliers and laborers to have signed a "Waiver and Release" form. If a Mechanics Lien has been filed against your property, it can only be voluntarily released by a voluntary "Release of Mechanics Lien" signed by the person or entity that filed the Mechanics Lien against your property unless a lawsuit to enforce the lien was not timely filed. You have the right to withhold any final payment until any and all such liens are removed. You are encouraged to consult with an attorney if a lien is filed against your property.

**Acceptance/Rejection**

The company reserves the right to reject or cancel all or part of this agreement due to unacceptable payment performance or credit rating of the Owner/Customer. The Company may accept late payments of partial payments, checks; back drafts or money orders marked "Paid in Full" without waving any of its rights related to this agreement.

**Approval**

Until approved this proposal is subject to change without notice and is automatically withdrawn on the (15<sup>th</sup>) fifteenth day at issue.

**Alternate Bids**

The Owner/Customer has the option to obtain alter-alternate bids for the above additional work, provided that obtaining the bids does not unduly hold up completion of the project. The Company will be held harmless for damage to the property during this bidding period. In emergency situations if the Owner/Customer is absent from the work site, the Company is authorized to proceed without formal notification to the Owner/Customer. However, the Company shall be responsible to document the performance of this additional work.

**Company Responsibility**

The Company shall provide necessary labor, materials and sales tax on materials to complete the object as specified. The Company may in its discretion substitute materials to be used in the work; provided all substituted materials are that of equal kind and quality. All surplus or salvageable materials remain the property of the Company.

**Company Insurance**

The Company shall provide Workers Compensation, Public Liability, Property Damage and Complete Operations insurance for the project unless such insurance in whole or in part is supplied by a general contractor, sub-contractor or owner. Damage to the building or its contents, during or after construction or during the warranty period shall be covered by this insurance. The Company's maximum liability is limited to the coverage provided.

**Mutual Cancellation**

The Owner/Customer and Company have the option to renegotiate or cancel this agreement at any time for any reason up to three days after signing the agreement without penalty and with the assurance any deposits paid will be immediately returned. If the contract is breached thereafter without consent of the Company liquidated damages of 20% of the cash PRICE of the project, plus a pro-proportionate share of all work already performed will be due the Company.

**Ownership**

Title to material and/or work furnished under this agreement shall remain the property of the Company or its assignees until all payments have been made. It is also agreed the Company will have a security interest in any real property of the Owner, and the Owner will not dispose of the property until the work has been paid in full.

**Owner/Customer Responsibility**

The owner is responsible for individual finance charges, bank fees, or local building permit fees required for the project. The Owner/Customer will make themselves available during construction for clarification of specifications and approval of additional work as may be required. The Owner/Customer will assure adequate access to the property and incidental electric and water as required. Special changes or additions to this agreement, as required by regulatory agencies will be at additional cost unless such changes or additions are cited in this agreement. Normal maintenance and care of work installed is the Owner's responsibility. The owner/customer will confirm in writing to the Company headquarters any warranty claims within ten days of discovering any defect or failure of the work to properly perform. Certified Mail is considered proof of notice.

**Project Sequencing**

The Company is responsible for establishing scheduling and sequencing of the work to be performed. The Company shall not be held responsible for delay, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, strikes, lockouts or other conditions beyond the control of the Company. The Owner/Customer agrees to pay for completed work, if portions are delayed, due to these reasons. In the event of significant delay, change and price increase involving labor, material or equipment through no fault of the Company the contract amount, time of completion and/or other contract requirements shall be adjusted equitably by Additional Work Order.

**Substantial Completion**

Payment is due upon substantial completion of the work. If certain minor items OF WORK are incomplete, the cost of those items may be withheld from the substantial completion pay-PAYMENT at the Owner/Customer option until such items are complete.

**Understanding**

This agreement constitutes the entire understanding between the Owner/Customer and the Company. It is agreed that no representation or warranty is binding unless cited in this agreement.

## ***Scudder Roofing Company***

P.O. Box 2596, Monterey, CA 93942  
Phone (831) 373-7212, Fax (831) 883-2453  
[www.scudderroofing.com](http://www.scudderroofing.com)

### PARTICULARS

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Pitched roof type \_\_\_\_\_ color \_\_\_\_\_

Flat roof type \_\_\_\_\_ color \_\_\_\_\_

Gutter type \_\_\_\_\_ color \_\_\_\_\_ downspout color \_\_\_\_\_

Bathroom facilities provided by owner? ☐ Yes ☐ No ☐ Portable

toilet? ☐ Yes ☐ No

Location of toilet: \_\_\_\_\_

Electrical service provided by owner? ☐ Yes ☐ No

Location of Electrical service: \_\_\_\_\_

Existing property damage:

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Other Notes:

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**CITY OF DEL REY OAKS**  
**AGREEMENT FOR 2024 CITY HALL REROOF PROJECT**

**THIS AGREEMENT** (“Agreement”) is executed this \_\_\_\_day of \_\_\_\_\_, by and between the CITY OF DEL REY OAKS, a municipal corporation, (hereinafter “City”), and Prestige Roofing, LLC (hereinafter “Contractor”), each of which is referred to herein as a “party,” and collectively referred to herein as the “parties”.

**RECITALS**

**WHEREAS**, the City wishes to engage Contractor to perform the services required by this Agreement as City does not have the capability to perform such work; and

**WHEREAS**, Contractor is customarily engaged in the business of providing the services required herein and is willing to provide such services on the following terms and conditions; and

**WHEREAS**, Contractor represents it is specially trained, experienced, and competent to perform the services required by this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. SERVICES**

A. **Scope of Services.** Contractor agrees to provide to the City, as the scope of services under this Agreement, the services described in “Base Bid” attached hereto and incorporated herein as Exhibit “A”.

B. **Amendment of Services.** The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

**2. COMPENSATION**

A. **Total Fee.** The City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement \$74,900.00. If the City determines the services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Invoicing.** Contractor shall submit written invoices to the City. Contractor’s invoices shall include a brief description of services performed.

**3. AGREEMENT TERM**

A. **Term.** The work under this Agreement shall commence on \_\_\_\_\_.

B. **Timely Work.** Contractor shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

#### 4. INDEPENDENT CONTRACTOR

A. **Independent Contractor.**

i. Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Contractor shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of services under this Agreement. In connection therewith, Contractor shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Contractor's failure to pay such taxes.

B. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Contractor, or the employer of anyone working for or subcontracted by Contractor, and Contractor must not do anything that would result in anyone working for or subcontracted by Contractor being considered an employee of the City. Contractor is not, and must not claim to be, an agent of the City.

#### 5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Representative.** The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Name: John Guertin  
Title: City Manager  
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940  
Telephone: (831) 394-8511

B. **Contractor's Representative.** Contractor appoints the person named below as its contract person for the purposes of this Agreement.

Name: Miquel Ruiz  
Title: Owner  
Address: 10830 Merritt St. Suite #5 Castroville, CA 95012  
Telephone: 831-998-7775

C. **Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally,

on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## 6. INDEMNIFICATION

Contractor hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Contractor shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of experts, consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Contractor, anyone directly or indirectly employed by Contractor, or anyone Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused in part by the gross negligence or willful misconduct of such Indemnatee.

## 7. INSURANCE

Contractor shall submit and maintain in full force all insurance as described herein. Without altering or limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

C. Workers' Compensation Insurance. If Contractor employs others in the performance of this Agreement, Contractor shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

D. Other Insurance Requirements:

- i. The City shall be a named additional insured on Contractor's policy.
  1. All insurance required under this Agreement must be written by an insurance company either:
    2. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
    - or
    3. an insurance company with a current A.M. Best rating of no less than A:VII.

ii. Prior to the start of work under this Agreement, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file, including, without limitation, the amount of coverages or the term of coverages.

iii. Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnity obligations under this Agreement.

iv. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **8. PERFORMANCE STANDARDS**

A. Contractor warrants that Contractor and Contractor's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Contractor and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Contractor shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Contractor shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement, the RFP, or Contractor's Estimate.

D. Contractor agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Contractor to review the quality of work and resolve the matters of concern.

## **9. CITY INFORMATION AND RESOURCES**

A. **City Resources.** The City acknowledges that Contractor's ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Contractor. To the extent that the City fails to provide City resources, Contractor shall not be liable for any resulting delay in services, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Contractor be entitled to extra compensation for same.



B. **Obligations of Contractor.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Contractor, and all responsibility related to performance of services shall be and remain with Contractor.

## **10. OWNERSHIP AND USE OF MATERIALS**

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Contractor under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Contractor or another party may have physical possession of them or a portion thereof. Contractor hereby waives, in favor of the City, any moral rights Contractor, its employees, vendors, successors or assignees may have in the Materials. Contractor agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Contractor to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Contractor requesting delivery by Contractor to the City of all or any part of the Materials in which event Contractor shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

## **11. DISPUTE RESOLUTION**

The City Manager and Contractor shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Contractor against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

## 12. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Contractor defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Contractor is in default of its obligations contained in this Agreement if Contractor:

- i. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
- ii. Fails to observe or comply with the City's reasonable instructions;
- iii. Otherwise violates any provision of this Agreement.

## 13. LEGAL ACTION / VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

## 14. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Contractor shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Contractor's employment practices or in the furnishing of services to recipients.

B. **Acceptance of Services Not a Release.** Acceptance by the City of services to be performed under this Agreement does not operate as a release of Contractor from professional responsibility for the services performed.

C. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

D. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

E. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.

F. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

G. **Authority.** Any individual executing this Agreement on behalf of the City or Contractor represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

H. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

I. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Contractor expressly reserve the right to enter into agreements with other Contractors for the same or similar services, or may have its own employees perform the same or similar services.

J. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws.** Contractor agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

L. **Exhibits.** The following Exhibit is incorporated herein by reference as if fully set forth: Exhibit A, Contractors Bid.

IN WITNESS WHEREOF, the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS

CONTRACTOR

\_\_\_\_\_  
John Guertin,  
City Manager  
Date:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Printed name  
Date:\_\_\_\_\_