

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND PREMO ROOFING COMPANY**

Facilities and Sign Shop Roof Replacement

THIS AGREEMENT is executed this 6th day of June 2022, Agreement between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Premo Roofing Company, a California corporation (Hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Replacement of roofs over the Sign Shop and Facilities buildings. Scope of work is further discussed in Attachment B and Contractor’s Proposal dated 06/7/22, Attachment C contains the Department of Industrial Relations information.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence upon council approval and shall be completed by 12-30-2022 unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, One Hundred and Nineteen Thousand Four Hundred and Fifty Dollars \$119,450 more fully described in title of Contractors fee schedule, Attachment B. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and

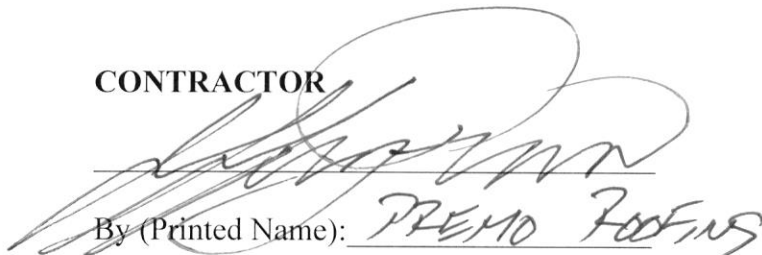
CITY OF SALINAS

Steve Carrigan
City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR



By (Printed Name): PREMO ROOFING

Its (Title): PRESIDENT

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

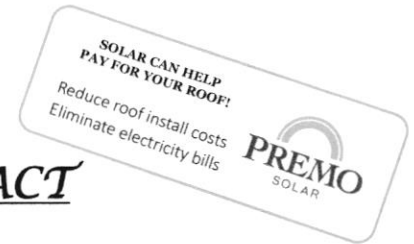
Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Attachment B



Office: (831) 443-3605 • premoroofing.com

235 Reindollar Ave, Suite A, Marina, CA 93933 • Est. 1983 • Lice # 436765



PROPOSAL AND CONTRACT

June 7, 2022

NAME: City of Salinas

ADDRESS: 426 Work Street, Salinas, CA 93901

JOB ADDRESS: Same (Sign Shop & Building Maintenance Shop)

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:

Taylor Metals PBR Metal Roof Panels

Preparation:

1. Provide and utilize safety harnesses and roof mounted anchors as needed to perform work.
2. Provide ground warning system around perimeter of building of work being performed above.
3. Cover and protect interior workspaces with 6 Mil plastic suspended from ceiling.
4. Remove the existing metal panel roof system and dispose (Cut insulation from below if found to be needed for removal of panels).
5. Cut the top of existing wall panels that extend above roof line to allow for the installation of the new metal roof panels.

Main Roof Installation (Metal Panels):

1. Install new 24-gauge pre-painted (Kynar 500 Factory Baked Enamel) eave flashing and secure in place (Existing substrate detail would have to allow for the installation of the new edge metal).
2. Install new Taylor 24 gauge pre-painted 24-gauge pre-painted (Kynar 500 Factory Baked Enamel) PBR metal roof panels over the entire roof area and secure to existing Steel & Wood girders with neoprene washer screws according to manufacturer's required spacing.
3. Apply a strip of Butyl tape between each overlapping seam.
4. Install stich screws along seams according to manufacturer's required spacing
5. Install new compatible pipe and vent flashings at all roof penetrations and incorporate into the new metal roof system (Large custom vents are figured to be reused).
6. Install new pre-painted (Kynar 500 Factory Baked Enamel) rake flashing and secure in place.
7. Install new metal ridge cap over pre-formed factory closure strip.

Additional Details

1. Proposed bid price is for the Sign Shop & Building Maintenance buildings (Excludes small section of new metal roof panels at the North end of Building Maintenance Shop).
2. Close off or replace skylight panels as desired by the City of Salinas.
3. Remove and reattach existing gutters as needed for re-roofing.
4. Install new panels with a 6" overhang at perimeter eave locations.
5. Prevailing wage rates "Have Been" included in the proposed bid price.

All the above is to be completed for the sum of: \$119,450.00.

One Hundred Nineteen Thousand Four Hundred Fifty and NO/100

Cost Breakdown:

1. Building Maintenance Shop- **\$86,680.00** (Includes North section previously excluded 1,150 sq. ft. and removal of large roof vent)
2. Sign Shop- **\$32,770.00** (Includes installing skylight panels where desired).

Exclusions:

1. Attic space venting (Intake and exhaust).
2. Replacement of existing spray foam insulation.
3. New gutters and downspouts.
4. Replacing of large roof mounted vent.
5. Remove of interior components of large roof vent.
6. 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 (excluding painting).
- 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 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 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.
- The terms of payment shall be: **Progress payments with balance due in full upon completion of work.**
- This proposal is void if not accepted within 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."

Respectfully Submitted,

By 

Jeff Premo
Premo Roofing Company
CA License #436765

ACCEPTANCE

You are 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 _____

Date _____

Signed _____

DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE

Labor Law Requirements

(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates:** All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification and type of work. The current wage rate information can be found at the DIR's website at: <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
2. **Apprentices:** Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form). **Penalties for failure to pay prevailing wages (for non-exempt projects) and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.**
3. **Certified Payroll Records:** All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all contractors and subcontractors must furnish **certified payroll records into the DIR's Electronic Certified Payroll Reporting ("eCPRs") database**

<https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp>). **Penalties apply to Contractor and any Subcontractors for failure to do so** under Labor Code §1777.

4. **Subcontracting:** Contractors are required to list all subcontractors hired to perform work on this public works agreement.
5. **Proper Licensing/Registration:** All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.
6. **Job Site Notices:** Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR's website at: <http://www.dir.ca.gov/wpnodb.html>.
7. **Nondiscrimination in Employment – Equal Employment Opportunity (“EEO”):** Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
8. **Kickbacks Prohibited:** Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting “kickbacks” from employee wages pursuant to Labor Code §1778.
9. **Acceptance of Fees Prohibited:** Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.
10. **Unfair Competition Prohibited:** Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.
11. **Workers’ Compensation:** Contractors and subcontractors must be properly insured for Workers’ Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.
12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.