

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND SCUDDER ROOFING AND SCUDDER SUN ENERGY**

65 W. GUTTER REPAIRS

THIS AGREEMENT is executed this 18th day of July 2022, Agreement between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Scudder Roofing and Scudder Sun Energy, 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: Reline architectural gutters. Scope of work is further discussed in Solicitation, Attachment B and Contractor’s Proposal dated 04/11/22, Attachment C further states Department of Industrial Relations requirements.
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 agreement approval and shall be completed by 6/30/23 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, Thirty Thousand Five Hundred and Sixty Dollars (\$30,560) Which includes the 2% bond charge. 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

indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising

out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

David Jacobs
Public Works Director

APPROVED AS TO FORM:

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

CONTRACTOR

DocuSigned by:
Peter H Scudder
OC1E0B46BE564BF...

By (Printed Name): Peter H Scudder

Its (Title): President

Attachment A**Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

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

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

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.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Payment bond
2. Performance bond
3. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Attachment B

Scudder Roofing Company

California Contractor's Lic. #445118 DIR#100010044

P.O. Box 2596 Monterey, CA 93942

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

Visit our website at: www.scudderroofing.com

Proposal/Contract

Rectangular Snip

Date: April 11th 2022

Attention: Sean Schmidt
seans@ci.salinas.ca.us

Roofing Proposal For: 65 West Alisal Street.
Salinas Ca

From: Javier Heredia
Javier@scudderroofing.com
Cell: (831) 901-3150 / Fax: (831) 883-2453

Bid Date: 4-11-2022

Scope of Work

Scudder Roofing will furnish all required materials, guaranteed to be as specified, and will perform all the labor required for the completion of gutter work as follows:

- Scudder Roofing will coordinate and facilitate a pre-construction meeting at the job site prior to the commencement of work. The pre-construction meeting will be attended by Javier Heredia (project consultant), Rafael Heredia (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 assure all expectations are met.
- The work area will be cleaned on a daily basis. 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 recommendations and guidelines set by the (NRCA) National Roofing Contractors Association.
- All roof installation procedures and other related work installed by Scudder Roofing will be performed in accordance with current Cal-OSHA safety recommendations and requirements.

April 11th, 2022

Scudder Roofing Company

65 W Alisal street

Rectangular Snip

Base bid 1: 50-mil Duro Last gutter system

- Carefully remove two rows of composition roof shingles at all perimeter gutter details.
- Leave in place the existing metal internal gutter system and prepare for installation of a new Duro-Last liner.
- Install new Duro-Last 50mil liner gutter system fully adhered to the existing metal gutter.
- Install new membrane corners and new membrane drain flashings.
- Supply and install new composition shingles over one layer of synthetic roof underlayment to match as close as possible.
- Supply and install all new aluminum gutter screens with stainless steel mesh.
- The color of the single-ply roof membrane is to be Gray.



Note: **Price is based on work being done during regular business hours (8:00-5:00 Monday-Friday). If determined, work must be commenced outside these hours, a change order will result.

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Initial _____

April 11th, 2022

Scudder Roofing Company

65 W Alisal street

Note: **If any additional work not mentioned in this proposal is required, a change order will result.

• Rectangular Snip

Note: **No bid bond is included in this price. If a Performance bond is required, a 2% bond fee will need to be added.

Note: **This bid was prepared based on the current state prevailing wage rate schedule.

Exclusions

Carpentry work
Permits
Lead abatement
Asbestos abatement

Guarantee

Ten (10)-year guarantee on workmanship provided by Scudder Roofing Company. The manufacturer of the single-ply roof product "Duro-Last" will provide a material warranty.

Safety note

Work includes set up of worker and pedestrian safety systems including but not limited to toe boards and harnesses at roof level and scaffolding and/or other safety systems at ground level. All roof installation procedures and other related work installed by Scudder Roofing will be performed in accordance with current Cal-OSHA safety recommendations and requirements.

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 \$135.00 per hour and materials will be charged at cost plus 38% 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.

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Initial _____

April 11th, 2022

Scudder Roofing Company

65 W Alisal street

Rectangular Snip

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.

Acceptance of Proposal**Initial Options Elected****Base bid 1: 50-mil Duro Last gutter system**

.....Total \$29,961.00 ()

Terms and conditions

Deposit of 10% up to \$1,000.00 due upon signing of proposal with payments made per progress billing cycle based upon the percentage of job completed at the end of each regular work week with final payment due at the completion of the project OR 6 months same as cash. For 12 month no money down terms and no payment for 364 days add 3% of bid price to project total. All additional pre-approved "change order" or "project improvement" work above the contract price will be billed on an individual basis with payment to be made in full upon completion of the agreed upon improvement work.

Acceptance of proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this is work not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing. This contract is only valid when signed by an officer of Scudder Roofing. Scudder Roofing has the right of refusal on this project prior to officer's signature.

Accepted: _____ Date _____

(Sign and print name)

DocuSigned by:

8/18/2022

Authorized Signature: _____ Date _____

Peter H. Scudder, President

We would like to thank you in advance for this opportunity to review and propose a bid for your project. We are striving for 100% customer satisfaction and have worked very diligently to make sure this proposal is suited to meet your needs for now, and in the future. Please call me if you have any questions. We look forward to working with you.

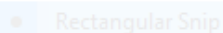
Sincerely,

Javier Heredia

April 11th, 2022

Scudder Roofing Company

65 W Alisal street


 Rectangular Snip

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 LITIGATEDIN 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, YOUI 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



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Initial _____

April 11th, 2022

Scudder Roofing Company

65 W Alisal street

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.

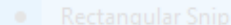
Standard Orange Cones and Caution tape will be used to delineate the work areas.

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.

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Initial _____

April 11th, 2022

Scudder Roofing Company

65 W Alisal street

Approval

Until approved this proposal is subject to change without notice and is automatically withdrawn on the (15th) 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.

April 11th, 2022

Scudder Roofing Company Rectangular Snip 65 W Alisal street

Scudder Roofing Company

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

PARTICULARS

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: _____

Other Notes:

Attachment C

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (PT) Heffernan Insurance Brokers 101 2nd Street, Suite 120 Petaluma CA 94952	CONTACT NAME: PHONE (A/C, Ho, Ext): 707-781-3400 FAX (A/C, Ho): 707-781-0800 E-MAIL ADDRESS: 												
INSURED Scudder Roofing Co. P.O. Box 2596 Monterey CA 93942	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: United Specialty Insurance Company</td> <td style="width: 20%;">NAIC # 12537</td> </tr> <tr> <td>INSURER B: Redwood Fire & Casualty Insurance Company</td> <td>11673</td> </tr> <tr> <td>INSURER C: United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: United Specialty Insurance Company	NAIC # 12537	INSURER B: Redwood Fire & Casualty Insurance Company	11673	INSURER C: United States Fire Insurance Company	21113	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES
CERTIFICATE NUMBER: 723008608

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ATN2251204	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			5069035107	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BTN2246351	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCWC250206	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability policy contains the attached Wrap Up exclusion endorsement.
 Sample of coverages at time of binding. Does not provide any proof of coverage unless holder name and address is completed.

CERTIFICATE HOLDER
CANCELLATION

Name Address City, State Zip	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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ATN2251204

Rectangular Snip

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 069 02 (04/18)

**WRAP- UP EXCLUSION
(Limited off-site exception)**

This Exclusion modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, Paragraph 2. Exclusions and **SECTION 1 – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. Exclusions of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**;

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of any project which is insured, in whole or in part, under a Consolidated Insurance Program commonly known as an Owner Controlled Insurance Program, a Contractor Controlled Insurance Program, a Wrap-Up Insurance Program or any other type of insurance program designed to provide liability coverage for parties involved in the development, design, construction, erection, supervision or management of a specific project or projects.

This exclusion applies whether or not the Consolidated Insurance Program:

1. Provides coverage identical to that provided by this policy;
2. Has limits adequate to cover all claims;
3. Remains in effect.

However, this exclusion does not apply to work performed by you or on your behalf for a project that is insured under a Consolidated Insurance Program if the work is performed away from the premises insured under the Consolidated Insurance Program and that no coverage for this work is found in the Consolidated Insurance Program. This exception to the exclusion does not apply to "bodily injury" or "property damage" which is included in the "products-completed operations hazard". Nothing in this endorsement shall be construed as to grant any products-completed operations coverage.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

VEN 069 02 (04/18)

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