

MOUNTAIN ROOFING SYSTEMS

License #959403

PO Box 549, Diamond Springs, Ca 95619

Phone: (530) 647-0653 / Fax: (530) 644-5727

BUILDING IMPROVEMENT CONTRACT-ROOFING PROPOSAL



Submitted to (Owner): City of Placerville Job: 525 Main Street
Address: 3101 Center Street
City/State/Zip Code: Placerville, Ca 95667
Phone: 530-591-5092
Date: 7/26/2023
Name of Estimator: Donnie O'Neal Email: tzeller@cityofplacerville.org

Due to the constant change in material pricing, this bid is only good for 30 days from proposal date.

Mountain Roofing Systems ("MRS") hereby submits specifications and the bid proposal for a Single Ply Roofing System. Description of the Project and Significant Materials to be Used and Installed:

- 1) Provide City permit.
- 2) Remove the existing layer Built up roofing from walls and around A/C units and roof flashings. All Debris Will be disposed of properly.
- 3) Install 3/8" Fan fold roof insulation over the existing built-up roofing
- 4) Provide and install GAF 60 mil TPO single ply membrane mechanically fastened to the wood deck.
Color to be White Initial
- 5) Provide and install all new roof TPO boot flashing at plumbing, heat, electrical, gas and roof scupper penetrations. Along with sealing all flashings with TPO water cut off mastic.
- 6) Provide and install all new metal coping along top of wall.
- 7) Provide the Manufactures 20 Yr. NDL Warranty
- 8) Provide all labor for installation, material loading, freight, clean up and disposal of all roofing debris upon completion of job. Roof top and grounds around building perimeter will be properly cleaned on a daily basis.

CONTRACT PRICE: The Contract Price shall be **\$43,146.00**

I understand and agree to the scope of the work

Customer Signature ("Owner")

THIS PROJECT IS BID USING THE JOURNEYMAN ROOFER PREVAILING WAGES FOR ELDORADO CO

CONTRACT PRICE TERMS AND CONDITIONS:

The Contract Price shall be payable as follows:

Down payment: A down payment of \$ _____ shall be payable when Contract is signed. Down payment may not exceed \$1,000 or ten percent (10%) of the contract price, whichever is less. The deposit is non-refundable upon expiration of the “Three-Day Right to Cancel” period as set forth herein.

Final payment: Balance is due upon completion of work; **Exception:** only 5% can be withheld from final payment when job is complete, and downspouts are still waiting to be done.

Other fees: Cash, check or credit card payments are accepted however, **credit card payments will incur a 3% fee** and there will be a \$25- fee for returned checks. As a courtesy, MRS provides each customer a folder containing all the documents related to your roofing project upon completion including a copy of this contract, any change orders, invoices, and warranty information. Should you need additional copies, there will be a \$25.00 administration fee. Sometimes homeowner’s fire alarm must be inspected by a Fire Chief per Bldg. Dept. If this is the case, the customer will be charged the extra fee that the Bldg. Dept imposes. (Approx. \$40-).

Final payment is NOT contingent on final inspection signed off from Building Department for permit. Any balance not paid in full at time of final invoice will be charged 1.5% interest per month till payment is made in full.

NOTICE OF CANCELLATION: The Notice of Cancellation may be sent to MRS at the following business address: PO Box 549, Diamond Springs, CA 95619.

PERFORMANCE BY MRS:

MRS performance shall be based upon contract processing and the following terms and conditions.

Approximate Start Date: Substantial commencement of work under this Contract shall be defined as the date upon which MRS begins performing its scope of work on the physical job site. Weather permitting and all other conditions having been met (including the ability to acquire materials necessitated for MRS performance), MRS shall exercise best efforts to substantially commence work on or about _____. **(Date to be filled in upon signing of contract.)**

Approximate Completion Date: Work should be completed in approximately _____ business days after commencement.

Substantial Completion: Performance under this Contract will be substantially complete when the project is completed to the point where Owner can use it for its intended purpose.

MRS reserves the right to leave job unfinished due to hostile work environment.

All pages of contract must be signed and/or initialed, along with down payment and returned before commencement of job scheduling. You are entitled to a filled in copy of this Contract, signed by both you and Mountain Roofing Systems before any work may be started.

PLEASE INITIAL YOUR PREFERENCE TO THE FOLLOWING STATEMENTS:

It is ok to use pictures of my home in advertisements including print and online.

YES NO

It is ok to include my information on the MRS reference list.

YES NO

The law requires that the contractor give you a notice explaining your right to cancel. Initial here if the contractor has given you a “Notice of the Three-Day Right to Cancel.” **Initial** _____

I understand the above proposal and agree to its specifications and pricing:

Building Owner _____ **Date** _____

Customer Signature (“Owner”)

Respectfully submitted,

Authorized Signature _____ **Date** _____

Mountain Roofing Systems

NOTE ON EXTRA WORK AND CHANGE ORDERS:

Owner may not require MRS to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order, and any such change order so signed by the parties shall become incorporated into this Contract. This bid is based on the knowledge that there is only one layer of roofing to be removed; additional layers will be charged at an additional fee. If MRS runs into dry rot or other extra work not included in this original contract, MRS will make every effort to notify you (the Owner) of any extra work/cost needed. Dry rot or damaged lumber will be replaced on a time and materials basis at the rate of \$90.00 per man hour plus the cost of materials. 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 work covered by the new order. The order must describe the scope of the extra work or change and the cost to be added or subtracted from the Contract. If there are ducts in the attic, the insulation may need to be brought up to the current code of R-38 unless cool shingles are installed on roof. MRS will provide this service if not already addressed in contract herein, for an additional fee pursuant to a written change order. MRS failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

WARRANTY INFORMATION:

All workmanship carries a five (5) year warranty and conforms to all local codes and meets manufacturer’s specifications. The workmanship warranty is nontransferable without prior written consent from MRS. MRS will not warranty defects in the material or the design. MRS expressly refuses any and all liability associated with the design of the roof system. This workmanship warranty does not include damage to roof, gutters or gutter guard caused by wind, lightning, hailstorms, ice dams, earthquakes, or other causes beyond our control. MRS is not responsible for roof failure due to inadequate roof ventilation. The warranty is null & void if any alterations are done to MRS’s completed roof project as set forth herein. Warranties are null and void if contract is not paid in full.

DISCLAIMERS:

The Owner will be responsible for the cost of materials in the event of color change or job cancellation in addition to any other applicable costs. At times, it becomes necessary to leave equipment on the job site i.e., ladders, trucks, trailers. MRS is not responsible for property damage or injury caused from unauthorized use of said equipment. It will be necessary for heavy trucks and or equipment to be on and around your property during the re-roofing process; MRS accepts no liability for damages to driveway, deck, landscaping, etc. MRS will make every effort and follow precautions to prevent damage if possible. Should a satellite dish be present, and roof mounted, it will need to be removed by homeowner or MRS for the re-roofing process and will be the responsibility of the homeowner to have it properly realigned. Owner shall give MRS access to all areas of the property necessary to complete the installation of the work described herein. County code states that the nails must penetrate on the overhang leaving a little bump. While we will use the shortest nail possible to alleviate large bumps, MRS is not liable for unsightly bumps on overhang. If at any time Asbestos is found on this project, the Owner will be responsible for testing and abatement costs pursuant to change order. This contract shall not be assigned without prior written consent of MRS. MRS commencement of roof installation indicates only that MRS has visually inspected the top surface of the roof deck for visible defects. MRS shall not be liable for the structural sufficiency, quality of construction, undulation, or moisture content of the roof deck. MRS refuses all liability for claims or disputes arising out of mold, mildew, algae, or other forms of microbial growth (Mold) on the project, including disputes arising out or relating to mold. The customer is solely liable and responsible for all damages caused by mold and incurred by any part. MRS will use reasonable efforts to prevent water intrusion during re-roofing but if mold occurs, MRS shall not be liable. While MRS is providing methods to employees to prevent the spread of COVID-19, MRS releases any and all liability for unintentional exposure or harm due to COVID-19.

WORKERS COMPENSATION & GENERAL LIABILITY INSURANCE:

MRS carries Workers’ Compensation, General Liability and Commercial auto insurance, but MRS does not assume risk of any character under this Contract other than those covered by such insurance policies. A notice concerning MRS’s Workers’ Compensation, General Liability and Commercial Auto Insurance is attached to this Contract. MRS shall not be responsible for damage or delays due to strikes, fires, accident, acts of God, or other causes beyond its control.

DISPUTE RESOLUTION PROCEDURES:

In the event of any dispute or controversy regarding the rights and obligations of the parties hereunder, the parties shall meet and confer in a good faith effort to settle and resolve their differences. In the event that the parties cannot informally resolve their dispute, the parties agree to participate in mediation (with each party to pay for one-half of the mediation fees) prior to instituting arbitration. Should mediation fail to resolve the dispute, the parties agree to submit the dispute to binding arbitration pursuant to the arbitration rules of the American Arbitration Association.

ATTORNEYS’ FEES:

In the event legal action is necessary to defend, enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to recover all costs and reasonable attorneys’ fees incurred in connection therewith.

I agree to the legal specifications of this contract:

Building Owner: _____ **Date** _____

Customer Signature (“Owner”)

CSLB REGULATIONS:

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:

CONTRACTOR STATE LICENSE BOARD
PO BOX 26000
SACRAMENTO, CA 95826
1-800-321-2752
WWW.CSLB.CA.GOV

CONTRACTOR TERMINATION:

If Owner fails to perform its obligations set forth herein, MRS shall have the right to declare Owner to be in default under this Contract, claim any payments made to be partial payments, cease all further work on the project, and pursue all other legal rights and remedies available by law or in equity. Inasmuch as damages in the event of Owner’s breach of this Contract are difficult to ascertain and often entail specially ordered materials, it is understood and agreed that if Owner shall fail to accept delivery or installation of the work and/or materials listed herein, that Owner shall, at MRS’s election, pay to MRS thirty-percent (30%) of the price of this Contract as liquidated damages. However, nothing set forth herein shall be construed to prevent Contractor from recovering the full cash sale price for any items delivered or installed.

ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between the parties hereunder pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Contract shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

SEVERABILITY:

If any provision of this Contract is held invalid or unenforceable by any court of appropriate jurisdiction, it is the intent of the parties hereunder that all other provisions of this Contract be construed to remain fully valid, enforceable, and binding on the parties.

SUCCESSOR IN INTEREST:

This Contract shall be binding on, and shall inure to the benefit of, the parties hereunder to it and their respective heirs, legal representatives, successors, and assigns.

GOVERNING LAW:

This Contract is entered into in the State of California and shall be governed and enforced in all respects by the laws of the State of California applicable to contracts made and to be performed in the State of California.

PERFORMANCE & PAYMENT BOND:

Owner has the right to require MRS to have a performance and payment bond.

LIST OF DOCUMENTS INCORPORATED INTO THE CONTRACT:

The following documents are hereby incorporated into and are made a part of the Contract as though set forth in full: (1) Building Owner Re-Roof Notice, (2) Notice of Three-Day Right to Cancel, (3) Notice of Three-Day Right to Cancel (in duplicate), and (4) Change Order Form.

I understand the terms of this agreement and my rights,

Building Owner: _____ **Date** _____
Customer Signature (“Owner”)



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Mountainroofingsystems.net

NOTICE OF RIGHT TO CANCEL Notice of Cancellation

Regarding date of signed contract herein

You may cancel this transaction, without any penalty or obligation, within three business days from the date of contract signed herein.

If you cancel any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail (PO Box 549, Diamond Springs, CA 95619) or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send an e-mail to contact@mountainroofingsystems.net.

Mountain Roofing Systems

(Name of Seller)

4640 Chrome Ridge Ct, Placerville, CA 95667

(Address of Seller's place of business)

Not later than midnight of the date on signed contract herein

I hereby cancel this transaction _____
(Date)

(Buyer's signature)



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