



LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
May 20, 2025
5:30 P.M.

SPECIAL MEETING AGENDA

Please silence all electronic devices as a courtesy to those in attendance. Thank you.

5:30 pm SPECIAL SESSION

This special City Council meeting will run in concurrence with the regular City Council meeting of May 20, 2025.

CONSENT CALENDAR

4-10 Approval – Bid Award – Old City Hall (119 Fox Street) Roof Restoration

CLOSED SESSION

This item has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(4). The City Attorney will provide an oral report regarding the Closed Session.

2. Government Code Section 54957
Public Employee Performance Evaluation – City Manager

PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above Special City Council Agenda for the meeting of May 20, 2025 at Council Chamber, 429 C Street and City Hall, 711 W. Cinnamon Drive, Lemoore, CA on May 15, 2025.

 //s//

Marisa Avalos, City Clerk



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 4-10

To: Lemoore City Council
From: Estevan Benavides, Public Works Director
Date: May 15, 2025 Meeting Date: May 20, 2025
Subject: Bid Award – Old City Hall (119 Fox Street) Roof Restoration

Strategic Initiative:

<input checked="" type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
<input type="checkbox"/> Fiscally Sound Government	<input type="checkbox"/> Operational Excellence
<input checked="" type="checkbox"/> Community & Neighborhood Livability	<input type="checkbox"/> Not Applicable

Proposed Motion:

Award the bid to Western Roofing Service for the roof restoration of Old City Hall (119 Fox Street) in the amount of \$64,689.00 with a 10% contingency.

Subject/Discussion:

Following a series of inspections, it has been determined that the roof of the Old City Hall located at 119 Fox Street requires restoration to maintain safety and occupancy standards.

The roof restoration project will include the following key components:

- Installation of progressive silicone roof coatings, providing a full system warranty.
- Application of asphalt bleed blockers to enhance surface durability.
- Silicone repairs to roof components, ensuring a watertight seal.
- Replacement of deteriorated wood blocks with durable rooftop support blocks.
- Upgrades at the gable roof, including the removal of existing cap sheets and installation of Tyvek and concrete siding.
- Coating of the front concrete ledge, back roof, and interior concrete deck of the siren cupola.
- Sealing of all metal flashings and coping joints for complete protection.

This restoration comes with a Manufacturer’s 20 year published warranty and a 2 year commercial warranty from the contractor.

Alternate bids were not solicited for this project. In accordance with Government Codes 6500 and 6502, the City has elected to utilize a cooperative purchasing agreement through OMNIA Partners, directly contracting with Western Roofing Service.

Financial Consideration(s):

This project will be paid utilizing general maintenance funds.

Alternatives or Pros/Cons:

Pros:

- An opportunity to make improvements to a City Municipal Infrastructure allowing possible revenue to generated benefiting the residents.

Cons:

- N/A.

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends that the City Council award the bid to Western Roofing Service Rehabilitation for the roof restoration of Old City Hall (119 Fox Street) in the amount of \$64,689.00 with a 10% contingency.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other

List: Western Roofing Service – Project Proposal
Notice of Award
OMNIA Information Sheet

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☒ Finance

Date:

NOTICE OF AWARD

TO: Western Roofing Service
15002 Wicks Blvd.
San Leandro, CA 94577

PROJECT Description:

CITY OF LEMOORE OLD CITY HALL ROOFING PROJECT

The OWNER has considered the BID submitted by you for the above described WORK. You are hereby notified that your BID has been accepted for items in the amount of Sixty-four thousand and six-hundred eighty-nine dollars and zero (\$64,689.00).

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 21st day of May 2025.

City of Lemoore

By: Estevan Benavides Title: Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

Western Roofing Service

this, the _____ day of _____ 20____.

By: _____ Title: _____



Proposal for:
City of Lemoore
Nick Machado

Old City Hall and Firestation Roof Restoration

WESTERN ROOFING SERVICE
a **TectaAmerica** Company



PROJECT PROPOSAL



04-29 JOC Contract

Bid Date: 22-Apr-25

Customer			Project		
City of Lemoore			Old City Hall and Firestation Roof Restoration		
771 W. Cinnamon Drive			Fox Street		
Lemoore	CA	93245	Lemoore	CA	93245
Nick Machado		(559) 924-6744			
nmachado@lemoore.com					

SECTION A. STATEMENT OF WORK: (SOW)

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

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

PROJECT SCHEDULE: Estimated Start: Q2 2025 Estimated Completion: Q4 2025

Contractor shall have a minimum number of working days to complete the work to substantial completion. 15 Days

ALLOWANCES: NONE

TECHNICAL SPECIFICATIONS:

**** All repairs will be performed utilizing Progressive Silicone Roof Coatings and installation procedures. The system as specified qualifies for a manufacture's 20-Year Full System Warranty. ***

LEMOORE OLD CITY HALL

- Install repairs, as needed, blisters and wrinkles in ply to be removed and repaired - utilizing APP modified membrane.
- Pressure wash the roof membrane to remove dirt and algae growth.
- Install Progressive Asphalt Bleed Blocker at a rate of 1-gallon per 110 sf. Without the Bleed Blocker asphalts from within the existing BUR system will seep through the silicone coating turning it a brownish color. This issue does not effect the integrity of the system but may negatively effect appearance of the coating.
- Install silicone repairs to roof components by the manufacturer.
- Apply Progressive Materials HS-3201-HB-5 WHITE silicone coating per manufacturers specifications for full system warranty.
- Price includes replacement of small dry rot wood blocks for conduits to be replaced with rooftop support blocks.
- Remove cap sheet at gable roof location and install Tyvek and concrete siding to 25 square feet location.
- Coat the front concrete ledge, the back roof and inside concrete deck of the siren cupola.
- Seal all metal flashings and coping joints.
- Warranty - Manufacturer's 20 year Published Warranty. Western Roofing Service 2 year Commercial Roof Warranty

PROPOSAL CONTINUED

LEMOORE CITY FIRESTATION UPPER AND LOWER ROOF

- Demo and install new plywood repairs at roof dry rot location approximately 200 square feet - utilizing APP modified membrane.
- Install new base flashing at EF curbs and one new scupper location approximately 150 square feet - utilizing APP modified
- Pressure wash the roof membrane to remove dirt and algae growth.
- Install Progressive Asphalt Bleed Blocker at a rate of 1-gallon per 110 sf. Without the Bleed Blocker asphalts from within the existing BUR system will seep through the silicone coating turning it a brownish color. This issue does not effect the integrity of the system but may negatively effect appearance of the coating.
- Install silicone repairs to roof components by the manufacturer.
- Apply Progressive Materials HS-3201-HB-5 WHITE silicone coating per manufacturers specifications for full system warranty.
- Seal all metal flashings and coping joints.
- Warranty - Manufacturer's 20 year Published Warranty. Western Roofing Service 2 year Commercial Roof Warranty

ADD/ALT: LEMOORE CITY COUNCIL CHAMBERS

- Pressure wash the roof membrane to remove dirt and algae growth.
- Install Progressive Asphalt Bleed Blocker at a rate of 1-gallon per 110 sf. Without the Bleed Blocker asphalts from within the existing BUR system will seep through the silicone coating turning it a brownish color. This issue does not effect the integrity of the system but may negatively effect appearance of the coating.
- Install silicone repairs to roof components by the manufacturer.
- Apply Progressive Materials HS-3201-HB-5 WHITE silicone coating per manufacturers specifications for full system warranty.
- Seal all metal flashings and coping joints.
- Warranty - Manufacturer's 20 year Published Warranty. Western Roofing Service 2 year Commercial Roof Warranty

Quote Expires: **19-Jun-24**

SECTION B. PRICING:

LEMOORE OLD CITY HALL	\$	64,689
LEMOORE CITY FIRESTATION UPPER AND LOWER ROOF	\$	83,387
• Total BASE BID	\$	148,076
ADD/ALT: LEMOORE CITY COUNCIL CHAMBERS	\$	40,381

SECTION C. QUALIFICATIONS:

- Work Start Date by: **Q2 2025**
- Addenda Acknowledged: **NONE**
- Base Bid excludes all related TRADE- work such as demolition, cleaning, final sweeping, carpentry, blocking, nailers, plumbing, sheet metal, architectural metal flashing, painting, structure weather protection, interior protection, unless specifically stated as included in above Section A, scope of work.

PROPOSAL CONTINUED

- **This Contract/Proposal or AIA Construction Contract A401 shall serve as the contract agreement between Customer and Western Roofing Service (Contractor).** If a Customer's or General Contractor's proprietary subcontract agreement is used as a substitute to this proposal, all qualifications and Terms and Conditions (T&C) herein shall be included as an addendum or referenced to as an Exhibit to the substitute agreement. A substitute agreement to this proposal shall be subject to a Contract Review Fee.
- Base Bid includes (1) uninterrupted crew mobilization. Additional mobilizations and unscheduled delay shall be subject to additional charges.
- Base Bid excludes all interior protection and all temporary weather protection of substrates and building, unless specifically stated as included in above scope of work.
- Base Bid excludes temporary protection of work unless specifically stated as included in the scope of work.
- Base Bid excludes all related building code upgrades, unless specifically stated as included in the scope of work.
- Base Bid excludes all Permit Fees, Bond Fees and Warranty Fees unless specifically stated in the scope of work.
- Customer to provide parking access for all construction vehicles and equipment during the duration of our work.
- Customer to provide safe (OSHA approved) access and egress for the work.
- Proposal is limited and based on conditions and qualifications described in Sections A, B, C, D, E and F. Additional charges will apply to changed or unforeseen working conditions.
- Work hours shall be 7:00AM to 3:30PM, unless otherwise agreed to by both parties in writing.
- Acceptance of this proposal the Customer acknowledges and accepts the Contractor's defined work scope including all clarification, qualifications and terms and conditions as contained herein.
- If the Customer elected to engage a third party contract managers all fees associated with such services, incurred by Western Roofing Service, shall be added to this proposal via an additive change order.

SECTION D. SPECIAL CONDITIONS AND QUALIFICATIONS:

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

SECTION E. PROPOSAL.

PROPOSAL CONTINUED

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

SECTION F. REQUIRED INFORMATION PER CONTRACTORS STATE LICENSE BOARD.

1. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

SECTION G. GENERAL TERMS and CONDITIONS

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

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

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

PROPOSAL CONTINUED

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

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

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

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

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

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

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

PROPOSAL CONTINUED

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

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

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

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

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

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

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

PROPOSAL CONTINUED

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

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

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

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

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

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

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

PROPOSAL CONTINUED

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

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

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

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

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

Name: _____ Title: _____ Date: _____



04-29 JOC Contract

Printed 4/22/2025

Initial/Ack.

Page 8 of 8 _____

Roofing Constructors Inc.,
dba Western Roofing Service
15002 Wicks Blvd, San Leandro, CA 94577
California CL# 180533, B, C39, C33,
NV0077470, Hawaii C14631, Guam 6132
DIR 1000000717

California

- ✓ **Free membership** in CO-OP.
- ✓ **No user fee** when purchasing.
- ✓ **Legally and competitively procured** contract.
- ✓ **Saves time** and **money** for customers by streamlining the **competitive procurement process**.
- ✓ **No minimum** or **maximum** purchase amounts.

What is OMNIA PARTNERS?

OMNIA PARTNERS is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. OMNIA PARTNERS utilizes state-of-the-art procurement resources and solutions that result in contracts that ensure all public agencies receive products and services of the highest quality at the lowest prices.

Who can use the OMNIA PARTNERS?

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize the OMNIA PARTNERS program. These include, but are not limited to the following agency types:

- School Districts (including K-12, Charter schools, and Private K-12)
- Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities
- Counties
- Local Government
- State Agencies
- Healthcare Organizations
- Church/Religious
- Nonprofit Corporations

What does a public agency do to participate?

All that is required is for your agency to register with OMNIA PARTNERS at <https://www.omniapartners.com/partner-with-us/membership>. Once you have completed registration you will receive a confirmation email for your records.

Does it cost anything to participate with the OMNIA PARTNERS?

No. There are no costs or obligations for your agency to participate with us. Registration is free and there are no volume minimums on purchases.

Can my agency use contracts without going out for solicitation?

Yes. All OMNIA PARTNERS contracts have been competitively solicited by a lead public agency. Each solicitation contains language that allows the contract to be used by other government agencies. State statutes allow one government agency to purchase from contracts competitively solicited by another government agency.

Who is OMNIA PARTNERS' lead public agency?

Region 14 ESC is OMNIA PARTNERS' lead public agency. Region 14 ESC is a local governmental agency in the state of Texas, authorized by Chapter 8 of the Education Code. Section 8.008 states the center is a state agency and each employee is a state employee. For further information of Chapter 8 <https://statutes.capitol.texas.gov/Docs/ED/htm/ED.8.htm>.

What is OMNIA PARTNERS' solicitation and award process for contracts?

OMNIA PARTNERS works with Region 14 ESC, who as the lead public agency that competitively solicits national master contracts for use by all public agencies. Contracts are awarded based on quality, performance, and most importantly pricing. These contracts are established using the following process:

1. Region 14 ESC issues a competitive solicitation for a product or service on behalf of OMNIA PARTNERS and all public agencies.
2. The solicitation is advertised nationally for a minimum of 30 days.
3. The solicitation contains language that allows the contract to be accessible nationally to public agencies in states whose laws allow for intergovernmental contract use (also known as "piggybacking" or "adopting")
4. Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
5. Region 14 ESC evaluates the responses based on "Identified Evaluation Criteria" and awards contracts.

Can I see documentation of the solicitation process associated with each competitively solicited contract?

OMNIA PARTNERS provides all the due diligence documents needed on each individual vendor page under the Contract Docs tab. [Click this link](#) to be transferred to the Vendor Pages.

How do I use an OMNIA PARTNERS awarded vendor?

After you have registered with OMNIA PARTNERS [Click this link](#) to find a listing of all awarded vendors. Here you will find a great deal of information that will allow you to research and contact the vendor of your choosing so you can start working together. Billing is executed directly from the servicing vendor. No different than if you were using your own contracts.

Can I review the California state statues regarding cooperative purchasing?

California

California Code

California Government Code

Title 1 General

Division 7 Miscellaneous

Chapter 5 Joint Exercise of Powers

Article 1 Joint Powers Agreements

§ 6500 Gov't.

As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.

§ 6502 Gov't.

If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.