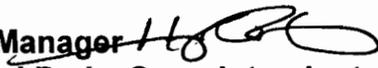


**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Hugh R. Riley, Assistant City Manager 

**Prepared By:** Allen M. Walter, Landscape and Parks Superintendent

**DATE:** September 3, 2009 (CC Meeting of October 7, 2009)

**SUBJECT:** Consider Award of Contract to Commercial Roofing Systems, Inc., to Replace Roofing at the Community Center and Arroyo Vista Recreation Center

**SUMMARY**

The City Council is being asked to award a contract to Commercial Roofing Systems, Inc., to remove the existing roofing material at the Community Center and Arroyo Vista Recreation Center (AVRC) and install new roofing with an expected life of 30 years.

**BACKGROUND**

On July 15, 2009, the City Council approved the plans and specifications for replacement roofing at the Community Center and Arroyo Vista Recreation Center. On August 20, 2009, formal bids for the roof replacement project were received. The lowest qualified bid for the Community Center was from Commercial Roofing Systems, Inc., at \$71,248, placing the bid \$27,248 above the allocated funds of \$44,000. Due to funding issues, staff was directed to amend the FY 2009/10 Budget to provide additional funds for the Community Center roof. On September 2, 2009, the City Council adopted Resolution 2009-2849, amending the FY 2009/10 Budget to appropriate \$28,000 from the General Fund Reserve Balance to the Facilities Expenditure Budget to fund the Community Center roof replacement project.

The lowest qualified bidder for the Arroyo Vista Recreation Center roof replacement was also Commercial Roofing Systems, Inc., at \$32,048. The Arroyo Vista Recreation Center roof replacement funding for FY 2009/10 is \$36,500. The Arroyo Vista Recreation Center had additional funds redirected from a gym lighting project by a City Council action on March 4, 2009, and carried over to FY 2009/10, placing the project within the allocated budget funding.

The cost is based on formal bid proposals received on August 20, 2009. The cost for roof replacement at the Community Center is \$71,248, and \$32,048 for the Arroyo Vista Recreation Center. Both costs are based on the approved plans and specifications.

Formal Bid results:

<b>Proposal / Bidder</b>	<b>Community Center</b>	<b>Arroyo Vista Recreation Center</b>
Applied Roof Engineering	\$188,000	\$68,000
Progressive Roofing	\$ 80,000	\$55,000
Best Contracting Services	\$ 84,820	\$37,533
Commercial Roofing Systems	\$ 71,248	\$32,048
RGSLA, Inc.	\$118,930	\$49,046
Western States Roof System	\$ 85,500	\$35,500

The bids were reviewed for completeness and mathematical errors. Staff contacted the six references submitted by Commercial Roofing Systems, Inc. A reference check showed that Commercial Roofing Systems, Inc., is highly recommended. They meet all required qualifications of the project manual and specifications for this project, they possess the necessary licenses to perform the work, and have experienced similar roofing projects for other cities in California.

### **DISCUSSION**

The formal bidding process was concluded on August 20, 2009. The City received Commercial Roofing Systems, Inc., as the lowest qualified bidder. Staff has performed the necessary background check on the company and is recommending that the Council authorize the execution of an agreement with Commercial Roofing Systems, Inc.

Based on the lowest qualified base bid of Commercial Systems Roofing, Inc., the roofing replacement cost remains within the FY 2009/10 total budget allocation for this project. City Council is now being asked to approve the award of contract to the lowest qualified responsible bidder, Commercial Roofing Systems, Inc.

### **FISCAL IMPACT**

The total estimated cost of the project is \$103,296. With the adoption of the FY 2009/10 Budget, the Council allocated a project budget of \$44,000 for the Community Center and \$36,500 for the Arroyo Vista Recreation Center. The adoption of Resolution 2009-2849, allocated an additional \$28,000 for the Community Center estimated at \$71,248, providing full funding for this project. The funding source identified in the FY 2009/10 Budget is the Facilities and Park Improvement Fund expenditure budget.

**STAFF RECOMMENDATION**

- 1) Award a construction contract to Commercial Roofing Systems, Inc., in an amount not to exceed \$103,296; and
- 2) Authorize the City Manager to execute the construction contract on behalf of the City, subject to final language approval of the City Manager and City Attorney.

Attachments: Agreement

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
COMMERCIAL ROOFING SYSTEMS INC.,  
FOR MOORPARK COMMUNITY CENTER AND  
ARROYO VISTA COMMUNITY CENTER ROOFING PROJECT**

**THIS AGREEMENT**, is made and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2009, between the City of Moorpark, a municipal Corporation (“City”) and Commercial Roofing Systems Inc., a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation (“Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**WHEREAS**, City has the need for construction services; and

**WHEREAS**, Contractor specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

**WHEREAS**, Contractor has submitted to City a Proposal dated August 19, 2009, which is attached hereto as Exhibit A.

**WHEREAS**, the City Council of the City of Moorpark at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Code Section 20160, et seq.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of the Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit A, unless this Agreement is terminated or suspended pursuant to Article 6.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services, as set forth in Exhibit A, Contractor’s Proposal, dated August 19, 2009, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the “Proposal.” Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

Compensation for the services to be performed by Contractor shall be in accordance with Page 11 of Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. Compensation shall not exceed the rates or total contract value (\$103,296.00) as stated in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, without the written authorization of the City Manager of the City of Moorpark. Payment by City to Contractor shall be in accordance with the provisions of Article 5, of this Agreement.

3. PERFORMANCE

Contractor shall at all times faithfully, competently, and to the best of his/her ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

The individual directly responsible for Contractor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be Allen M. Walter, Landscape and Parks Superintendent, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be Allen M. Walter, Landscape and Parks Superintendent, or his/her designee.

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Three Thousand, Two Hundred Ninety-Six dollars (\$103,296.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

Contractor will submit invoices for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within (30) days of receipt of any disputed fees set forth on the invoice.

#### 6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Contractor may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination. In the event of such termination or suspension, Contractor shall be compensated for such services up to the date of termination or suspension. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination or suspension.

In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Article 5, herein.

#### 7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the

performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have Five (5) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

#### LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by Article 21, herein or as duly extended in writing by the

City Manager, he/she shall forfeit and pay to the City of Moorpark, as liquidated damages, the sum of One Hundred dollars (\$100.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this contract. [Govt C. Sec. 53069.85] Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

#### 8. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## 9. INDEMNIFICATION AND HOLD HARMLESS

Contractor hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless City and its Project Contractors, and Engineers, officers, agents, and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including attorneys' fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement or the performance of the work including, but not limited to, death of or bodily injury to persons or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of Contractor, its officers, agents, employees or Subcontractors including but not limited to, liability arising from:

a) Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractor;

b) Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this Agreement or otherwise;

c) Any act, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

d) Any failure of Contractor, its officers, agents, or employees to comply with any of the terms or conditions of this Agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and

e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-sections a, b, c, and d, existing or conducted upon or arising from the use or occupation by Contractor on any other premises in the care, custody and control of City.

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity in addition to any other rights or remedies that the Indemnities may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain, or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

## 10. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of

this Agreement insurance coverage as specified in Attachment 1 attached hereto and incorporated herein by this reference as though set forth in full.

#### 11. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

#### 12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

#### ANTI DISCRIMINATION

Neither the Contractor, nor any sub-contractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender of such person, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section. [Labor Code Sec. 1735]

#### 13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection

with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City of Moorpark and for a one-year time period following termination of this Agreement.

16. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager  
City of Moorpark  
799 Moorpark Avenue  
Moorpark, California 93021

To: Commercial Roofing Systems Inc.  
11735 Goldring Road  
Arcadia, California 91006  
Attn: John Waskelis

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

#### CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City of Moorpark in order that proper steps may be taken to have the change reflected in the Contract Documents.

#### 17. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

#### 18. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

#### 19. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

## COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and a judgment or decree rendered in such a proceeding shall include an award thereof.

## ARBITRATION

Cases involving a dispute between City and Contractor may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

## 20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

## CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

## AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.

## 21. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City

and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages of One Hundred dollars (\$100.00) per day for each and every day such performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

## 22. PRECEDENCE

Contractor is bound by the contents of City's Request for Proposal, Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, and the contents of the proposal submitted by the Contractor, Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. In the event of conflict, the requirements of the City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's Proposal.

## INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

## WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

## 23. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

COMMERCIAL ROOFING SYSTEMS, INC.

By: \_\_\_\_\_  
Steven Kueny, City Manager

By: \_\_\_\_\_  
John Waskelis, Owner

Attest:

\_\_\_\_\_  
Deborah S. Traffenstedt, City Clerk

Its: \_\_\_\_\_  
Title

## ATTACHMENT 1

### INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- a. Explosion, collapse or underground hazard (XCU)
- b. Products and completed operations
- c. Pollution liability
- d. Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers' Compensation

Workers' Compensation insurance shall be provided on a state-approved policy form providing statutory benefits as required by law with employers' liability limits no less than \$1,000,000 per accident for all covered losses.

3. Business Auto Coverage

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent shall be provided. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contract shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 per occurrence and aggregate.

5. Course of Construction

Course of Construction insurance shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions: (1) City shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against City.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to

require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.

2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the city, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party involved with the project who is brought onto or involved in the project by Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-

insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.
17. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.

18. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.
19. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
20. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to change City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

PROPOSAL FOR  
MOORPARK COMMUNITY CENTER AND ARROYO VISTA COMMUNITY CENTER  
ROOF PROJECT PROPOSAL  
(Pages 10 through 18)

TO THE CITY OF MOORPARK, as City:

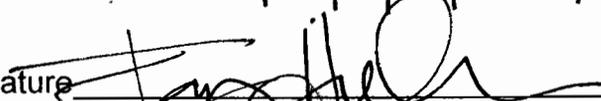
In accordance with Agency's Notice Inviting Sealed Bids, and the instructions to bidders, the undersigned bidder hereby proposes to furnish all materials, equipment, tools, permits labor, transportation and incidentals required for the above stated project as set forth in the Contract Documents and to perform all work in the manner and time prescribed therein.

Bidder declares that this proposal is based upon careful examination of the work sites and all contract documents. If this proposal is accepted for award, bidder agrees to enter into a contract with Agency at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to Agency of the guarantee accompanying this proposal.

Bidder understands that a bid amount is required in a manner set forth in the Bid Schedule solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within fourteen days, not including Saturdays, Sundays and legal holidays, after the Agency has mailed notice of the award of contract to the bidder, this bid and the acceptance hereof may, at the Agency's option, shall be considered null and void.

Contractor's Name Commercial Roofing Systems, Inc.

Authorized Signature 

Signer's Title Vice President

**PROPOSAL  
MOORPARK COMMUNITY CENTER AND ARROYO VISTA COMMUNITY CENTER  
ROOF**

**Site 1:** Moorpark Community Center Modified Bituminous Membrane Roofing  
**Location:** City of Moorpark, 799 Moorpark Ave, Moorpark  
**Roof Section:** Low Slope-Flood-Gravel  
**Project Square Feet:** 4,262  
**Project Bid Requirements:** Attached –Appendix II Specifications  
**Roof Inspection Report:** Attached – Appendix III

**Site 2:** Arroyo Vista Community Center Modified Bituminous Membrane Roofing  
**Location:** Arroyo Vista Community Center, 4450 Tierra Rejada Road, Moorpark  
**Roof Section:** Lower (475 sqft) and Upper (725sqft)  
**Project Square Feet:** 1,200  
**Project Bid Requirements:** 30-year Roof  
**Roof Inspection Report:** Attached

**SCOPE OF WORK**

STRESSPLY EUV FOR COLD APPLIED MODIFIED SYSTEM. Remove existing roof system down to wood deck. Replace damaged and dry rot wood found during tear off and visual inspection. Mechanically Fasten tapered Polyisocyanurate insulation. Install ½" wood fiberboard insulation in hot asphalt over the Polyisocyanurate Insulation yielding insulation system average of R-15 Value. Install "crickets" in strategic locations to facilitate improved drainage to the internal drains. Install two plies of HPR Premium Glasfelt, in Weatherking high grade, cold applied, rubber modified asphalt adhesive. Install "StressPly EUV FR Mineral" modified bitumen membrane as the surface capsheet. Install all new flashing with 40 mils SBS modified bitumen membrane base ply and a "StressPly EUV FR Mineral" cap sheet. Install a new metal coping cap system (where applicable) to permanently eliminate water from entering the building walls. Install new metal edges (where applicable). Re-sleeve stacks in lead and re-sump drains (where applicable) Abandoned curbs will be removed, active curbs will be re-flashed. Apply final top coat of Pyramic, bright white highly reflective coating

Price must include labor, material, and equipment to perform work, in accordance with contract documents, specifications, permits and all disposal fees.

Site 1: SEVENTY ONE THOUSAND TWO HUNDRED FORTY EIGHT Dollars (\$ 71,248.00)  
(Amount in Words)

Site 2: THIRTY TWO THOUSAND AND FORTY EIGHT Dollars (\$ 32,048.00)  
(Amount in Words)

I, the undersigned agree to furnish and install work as identified in this Proposal, and as described in the contract documents for the amount shown on this Bid Proposal.

½" PLYWOOD REPLACEMENT PER SQ FT. 9.25.

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name Commercial Roofing Systems, Inc.

Type of Firm  Individual;  Partnership;  Corporation

Business Address 11735 Goldring Rd.  
Arcadia, CA 91006

Telephone (626) 359-5354

State Contractor's License No. and Class (es) 591222  
C39/C43

Original Date Issued 3/31/89 Expiration Date 3/31/2010

Bidders or Subcontractor's State No.; list categories and "type" of license(s).

- 1) 591222/C43 Expiration Date 3/31/2010
- 2) \_\_\_\_\_ Expiration Date \_\_\_\_\_
- 3) \_\_\_\_\_ Expiration Date \_\_\_\_\_

\*If Bidder intends to use a subcontractor for any services described in the Scope of Services, information related to the subcontractor must be disclosed on Subcontractor Form.

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Glenn Hiller - President, Sec. / Treas.

Jay Hiller - Vice President

## CONTRACTOR'S REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which bidder has performed similar services within the past two years:

1. Monrovia USD - 325 E. Huntington Dr., Monrovia,  
Name and address of owner  
Debbie Bland - (626) 471-2400  
Name and telephone number of person familiar with project  
\$570K, Tile roofing, 12/07 - 4/08  
Contract amount, type of work, contract period (date)

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2. Walnut USD - 880 S. Lemon Ave., Walnut.  
Name and address of owner  
Jeff Bloedorn - (909)  
Name and telephone number of person familiar with project  
\$650K, Various, 2/07 - 9/07  
Contract amount, type of work, contract period (date)

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3. Baldwin Park USD - 3699 S. Holly Ave., B.P.  
Name and address of owner  
Ray Rankin - (626) 705-9154  
Name and telephone number of person familiar with project  
\$675K, Metal Roofing, 6/08 - 1/09  
Contract amount, type of work, contract period (date)

## PUBLIC AGENCIES REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which bidder has performed services, of similar size, price, and scope, within the past two years:

1. Kaiser-Baldwin Park - 1011 Baldwin Park Blvd.  
Name and address of owner or agency.  
Louis Gill - (626) 851-6496  
Name and telephone number of person familiar with project  
\$1.6 MIL, BUR, 11/07-9/08  
Contract amount, type of work, contract period (date)
  
2. Kaiser-Riverside - 10300 Magnolia Ave.  
Name and address of owner or agency.  
Kyle Campbell - (626) 851-6496  
Name and telephone number of person familiar with project  
\$1.2 MIL, BUR, 12/08-6/09  
Contract amount, type of work, contract period (date)
  
3. Kaiser-Woodland Hills - 20940 Burbank Blvd.  
Name and address of owner or agency.  
Nadine Yuman - (626) 851-6496  
Name and telephone number of person familiar with project  
\$700K, BUR, 9/08-1/09  
Contract amount, type of work, contract period (date)

\* Bidder may attach additional sheets to include additional references

## SUBCONTRACTORS

The undersigned submits herewith a list of subcontractors who will perform any work described in the Scope of Services.

Name Under Which Subcontractor is Licensed	License No. & Class (or categories) Business Address and Phone	Specific Description of Subcontract and Portion of the Work to be Done
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1) Honeycutt	313641 3321 Hammer Ave. Corona, GA 92860 951-898-4644 951-898-7548	Tearoff 15%
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2)		

3)		

Use additional room if needed to list more than three subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts and subcontracts, all reports, which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders, has been satisfactorily filed, and that no such reports are currently outstanding.

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those names herein; that no officer, agent, or employee of the Agency is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collision or fraud.

AFFIRMATIVE ACTION CERTIFICATION

Bidder certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, bidder certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

TITLE 49, CODE OF FEDERAL REGULATIONS PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

The bidder under penalty of perjury, certifies that except as noted below, bidder or any person associated therewith in the capacity of owner, partner, director, officer, or manager: is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against bidder by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NONE

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification. Note: Providing false information may result in criminal prosecution or administrative sanctions.