

**CITY OF MORRO BAY
STATE OF CALIFORNIA
CONTRACT FOR**

CITY OF MORRO BAY WWTP ROOFING PROJECT

This “**CONTRACT FOR CITY OF MORRO BAY WWTP ROOFING PROJECT**” (“Agreement”) is made and entered into on this 10th day of March, 2025, by and between, **NEWTON CONSTRUCTION & MANAGEMENT, INC.** a California Corporation (hereinafter referred to as “**CONTRACTOR**”), and the **CITY OF MORRO BAY**, a California municipal corporation (hereinafter referred to as “**CITY**”). **CITY** and **CONTRACTOR** are sometimes hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties.”

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.00 **GENERAL PROVISIONS**

1.01 **WORK TO BE PERFORMED BY CONTRACTOR; TERM:** For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by **CITY**, **CONTRACTOR** agrees to perform the work described in the scope of work attached hereto as Exhibit A and incorporated herein by this reference (“**Project**”) and to furnish all the materials and labor, except such as are mentioned in the specifications furnished by **CITY**, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of **CITY**, this Project in accordance with (i) the scope of work and (ii) the general prevailing wage rates as determined by the Director of Industrial Relations of the State of California. Items (i) and (ii) are hereby specially referred to and by such reference made a part hereof and included in the term “Project”.

The term of this Agreement shall commence on the date it is signed on behalf of **CITY**, as long as it has also be signed on behalf of **CONTRACTOR**, and shall continue through **AUGUST 11, 2025**, unless otherwise terminated as provided herein.

1.02 **COMPENSATION:** **CONTRACTOR** agrees to receive and accept the agreed compensation as set forth in Exhibit A and this Section, as full compensation (i) for furnishing all materials and for doing all the work contemplated for this Project and embraced in each mutually agreed-upon task in Exhibit A, (ii) for all loss or damage, arising out of the nature of this Project, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance

by the said party of the first part and for all risks of every description connected with the work, (iii) for all expenses incurred by or in consequence of the suspension or discontinuance of this Project and (iv) for well and faithfully completing this Project in the manner and according to the plans and specifications and all the documents referred to in Section 1.01, and the requirements of the CITY's Engineer under them. Payments shall be made in accordance with Exhibit B. Compensation shall not exceed **THREE HUNDRED TWENTY-TWO THOUSAND, SEVEN HUNDRED EIGHTY-SIX DOLLARS AND TWENTY CENTS (\$322,786.20)** for the term of this Agreement.

2.00 **OBLIGATIONS OF CONTRACTOR**

2.01 **LAWS TO BE OBSERVED**. CONTRACTOR shall:

a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONTRACTOR** under this Agreement;

b. Keep itself fully informed of and comply with all existing applicable federal, state and local laws, ordinances, regulations, orders, and decrees (including prevailing wage requirements), which may affect those engaged or employed under this Agreement, any materials used in **CONTRACTOR**'s performance under this Agreement, or the conduct of the services under this Agreement;

c. At all times observe and comply with, and cause all of its employees to observe and comply with, all of said laws, ordinances, regulations, orders, and decrees mentioned above;

d. Immediately report to **CITY**'s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

2.02 **LABOR LAW**.

2.02.1 **WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFITS**: **CITY** and **CONTRACTOR** intend and agree **CONTRACTOR** is an independent **CONTRACTOR** of **CITY** and agree **CONTRACTOR** and **CONTRACTOR**'s employees and agents have no right to Workers Compensation and other employee benefits from **CITY**. **CONTRACTOR** agrees to provide Workers Compensation and other employee benefits, where required by law, for **CONTRACTOR**'s employees and agents. **CONTRACTOR** agrees to hold harmless, defend and indemnify **CITY**, from any and all claims for injury, disability, or death of **CONTRACTOR** and **CONTRACTOR**'s employees or agents. **CONTRACTOR** certifies that it is aware of the provisions of Section 3700 of the Labor Code that require every employer to be

insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and agrees to comply with such provisions before commencing the performance of the work of this Agreement.

2.02.2 **PREVAILING WAGE LAW:**

a. **Public Work.** The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. **CONTRACTOR** shall post job site notices, as prescribed by regulation.

b. **Registration with DIR.** Pursuant to Labor Code section 1771.1, **CONTRACTOR** and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

c. **Prevailing Wages.** **CONTRACTOR** shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at **CITY** Hall and will be made available to any interested party on request. By initiating any work under this Agreement, **CONTRACTOR** acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and **CONTRACTOR** shall post a copy of the same at each job site where work is performed under this Agreement. **CONTRACTOR** assumes responsibility for the payment of prevailing wages and shall indemnify **CITY** and hold **CITY** harmless from any and all claims made by the State of California, the DIR, any subcontractor, any worker, or any other third party with respect thereto.

d. **Penalty for Failure to Pay Prevailing Wages.** **CONTRACTOR** shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The **CONTRACTOR** shall, as a penalty to the **CITY**, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by **CONTRACTOR** or by any subcontractor.

e. **Payroll Records.** **CONTRACTOR** shall comply with and be bound by the provisions of Labor Code Section 1776, which requires **CONTRACTOR** and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the **CITY** of the location of the records.

f. Apprentices. **CONTRACTOR** shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. **CONTRACTOR** shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, **CONTRACTOR** shall provide **CITY** with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, **CONTRACTOR** and each of its subcontractors shall submit to the **CITY** a verified statement of the journeyman and apprentice hours performed under this Agreement.

g. Eight-Hour Work Day. **CONTRACTOR** acknowledges that eight (8) hours labor constitutes a legal day's work. **CONTRACTOR** shall comply with and be bound by Labor Code Section 1810.

h. Penalties for Excess Hours. **CONTRACTOR** shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The **CONTRACTOR** shall, as a penalty to the **CITY**, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the **CONTRACTOR** or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of **CONTRACTOR** in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

i. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, **CONTRACTOR** certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

j. **CONTRACTOR's** Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, **CONTRACTOR** shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. **CONTRACTOR** shall be

required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. **CONTRACTOR** shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

2.03 **INDEMNIFICATION**: **CONTRACTOR** shall defend, indemnify, and hold harmless **CITY**, and its elected officials, officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, liability and costs, including reasonable attorney's fees and court costs, arising directly or indirectly out of any act or omission by **CONTRACTOR** or any of its officers, employees, agents or subcontractor related in any way to this Agreement or omissions related to this Agreement, including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to **CONTRACTOR**'s "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments; provided, that:

a. **CITY** does not, and shall not, waive any rights against **CONTRACTOR** which it may have by reason of the foregoing, because of the acceptance by **CITY**, or the deposit with **CITY** by **CONTRACTOR**, of any of the insurance policies hereinafter described;

b. The foregoing agreement by **CONTRACTOR** shall apply to all damages and claims for damages of every kind suffered by reason of any of the aforesaid operations of **CONTRACTOR** or any agent or employee of **CONTRACTOR** regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages; and

c. Nothing contained in the foregoing shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the proven sole active negligence or proven willful misconduct of **CITY**.

2.04 **INSURANCE**: **CONTRACTOR** shall not commence work under this Agreement until it has obtained all insurance required pursuant to Exhibit C, Insurance Requirements, and such insurance shall have been approved by **CITY** as to form, amount and carrier.

3.00 **TIME FOR COMPLETION OF THE WORK**

CONTRACTOR shall complete the scope of work for this Project on or before **AUGUST 11, 2025**, and in accordance with a schedule approved by **CITY**. Time is of the essence. Time extensions may be allowed for delays caused by **CITY**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONTRACTOR**.

4.00 INSPECTION

CONTRACTOR shall furnish **CITY** with every reasonable opportunity for **CITY** to ascertain the work of **CONTRACTOR** is being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to **CITY** inspection and approval. The inspection of such work shall not relieve **CONTRACTOR** of any of its obligations to fulfill this Agreement as prescribed.

5.00 OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of **CONTRACTOR** pursuant to this Agreement shall become the permanent property of **CITY**, and shall be delivered to **CITY** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of **CITY** upon completion of the work and payment of monies earned and due to **CONTRACTOR**.

6.00 MISCELLANEOUS

6.01 REMEDIES: The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.02 NO WAIVER: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

6.03 ASSIGNMENT: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement.

6.04 FORCE MAJEURE: Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.05 NOTICES: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served

on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

CITY: Yvonne Kimball, City Manager
City of Morro Bay
595 Harbor Street
Morro Bay, CA 93442

CONTRACTOR: Newton Construction & Management, Inc.
P.O. Box 3260
San Luis Obispo, CA 93403

6.06 **GOVERNING LAW AND VENUE**: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Luis Obispo, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Luis Obispo, State of California.

6.07 **BINDING EFFECT**: This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **CITY** to any assignment of this Agreement or any interest in this Agreement.

6.08 **SEVERABILITY**: If any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.09 **INCORPORATION OF PROPOSAL**: It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the bid or proposal of **CONTRACTOR**, then this Agreement shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6.10 **DUE AUTHORITY**: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

6.11 **CONSTRUCTION**: The parties agree each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities

are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

6.12 **AMENDMENTS**: Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

6.13 **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**: No officer or employee of the CITY shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the CITY or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.14 **ATTORNEYS' FEES**: If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment. Attorneys' fees shall include any attorneys' fees on appeal, and a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and any other necessary costs the court allows which are incurred in such litigation.

6.15 **COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[Signatures on the following page.]

CONTRACTOR

By: 
Eric W. Newton
Its: Chief Executive Officer/Secretary/
Chief Financial Officer

Dated: 3/17/25

By: _____

Its:

Dated: _____

CITY

By: _____
Yvonne Kimball
City Manager

Dated: _____

ATTEST:

Dana Swanson, City Clerk

Dated: _____

APPROVED AS TO FORM:

Robert Schultz,
Interim City Attorney

EXHIBIT A
WORK TO BE PERFORMED

CONTRACTOR will provide services and work described in the **CONTRACTOR's** Proposal attached hereto.



Work Order Signature Document

| | |
|--|--|
| EZIQC Contract No.: CA-R7-GB-101723-NCM | |
| <input checked="" type="checkbox"/> New Work Order | <input type="checkbox"/> Modify an Existing Work Order |
| Work Order Number.: 134876.00 | Work Order Date: 01/13/2025 |
| Work Order Title: Morro Bay WWTP Roofing Project | |
| Owner Name: City of Morro Bay | Contractor Name: Newton Construction & Management |
| Contact: Austin Della | Contact: Darin Terrazas |
| Phone: (805) 772-6266 | Phone: 805-544-5583 |
| Work to be Performed | |
| Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R7-GB-101723-NCM. | |
| Brief Work Order Description: | |
| | |
| Time of Performance | Estimated Start Date: |
| | Estimated Completion Date: |
| Liquidated Damages | Will apply: <input type="checkbox"/> Will not apply: <input checked="" type="checkbox"/> |
| Work Order Firm Fixed Price: \$293,442.00 | |
| Owner Purchase Order Number: | |

Approvals

City of Morro Bay

Date

Newton Construction & Management

Date

[Handwritten Signature] 3/17/25

Detailed Scope of Work

To: Darin Terrazas
 Newton Construction & Management
 2438 Broad St
 San Luis Obispo, CA 93401
 805-544-5583

From: Austin Della
 City of Morro Bay
 595 Harbor Street
 Morro Bay, CA 93442
 (805) 772-8268

Date Printed: January 13, 2025

Work Order Number: 134878.00

Work Order Title: Morro Bay WWTP Roofing Project

Brief Scope:

Preliminary Revised Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Paint

1. Preparation of Existing Corrugated Metal Siding: Apply a solution of TSP Substitute to metal areas to be paint, gently broom surface to remove any contaminants, rinse siding with a power washer and detergent wipe down to remove remaining corrosion.
2. Treat rusted metal siding with Carboline Rust Bond, Apply Rust Bond to areas that may cause paint adhesion issues.
3. Prime and Preparation of Metal Siding: Caulk metal panels that have been replaced due to excessive rust. Apply 1 coat of Carbomastic 15 primer to all metal surfaces to be painted.
4. Finish Material Application: Apply 2 coats of Carbocrylic 3359 DTMC

Roofing**Installation of Flat Roofing Over Existing Metal Roof**

1. Remove existing skylights, fitting metal sheeting in their place.
2. Installing expanded polystyrene (EPS) flute fill between metal seams to support HD cover board.
3. Mechanically fasten 1/2" HD cover board over substrate.
4. Mechanically fasten 60 mil TPO Roofing Membrane System over HD cover board over roof.
5. Includes drip edge, all sealants, adhesives, membrane boot recommendations and metal counterflashing to complete roof system per manufacturer specifications.

Partial Replacement of Metal Siding

1. Remove and replace bottom 3' of existing metal along the north wall (street side of building)
2. Remove and replace metal panels wrapping around the west-facing corner, to the shop door.
3. Patch other siding as needed.
 - Includes building permit issued by the City of Morro Bay
 - Leave the area broom clean.
 - Wicks Workmanship is guaranteed for 10 years for new roof.
 - Metal panels will not match existing siding due to weathering/wear.

Excavation

1. Excavate back building face apx 4" below drip edge 4' away from building

Detailed Scope of Work Continues..

Work Order Number: 134876.00
Work Order Title: Morro Bay WWTP Roofing Project

- 2. Spoils to be disposed of on site at city stockpile

Subject to the terms and conditions of eziQC Contract CA-R7-GB-101723-NCML



Newton Construction & Management

3/17/25

Date

City of Morro Bay

Date

Contractor's Price Proposal - Summary

Date: January 13, 2025

Re: IGC Master Contract #: CA-R7-GB-101723-NCM
Work Order #: 134876.00
Owner PO #:
Title: Mono Bay WWTP Roofing Project
Contractor: Newlon Construction & Management
Proposal Value: \$293,442.00

| | |
|-----------------------|---------------------|
| Excavation | \$4,907.29 |
| General Requirements | -\$20,860.52 |
| Painting | \$89,746.64 |
| Roofing | \$219,648.59 |
| Proposal Total | \$293,442.00 |

This total represents the correct total for the proposal. Any discrepancy between the totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: January 13, 2025

Re: IQC Master Contract #: CA-R7-66-101723-NCM
 Work Order #: 134876.00
 Owner PO #:
 Title: Mono Bay WWTP Roofing Project
 Contractor: Newton Construction & Management
 Proposal Value: \$293,442.00

| Inst. | Item | Mod. | UOM | Description | Line Total |
|--|-----------------------|------|-----|--|---------------------|
| Excavation | | | | | |
| 1 | 31 23 16 36 0009 | | CY | Excavation For Building Foundations And Other Structures By Hand In Soil | \$3,098.35 |
| | | | | Installation | |
| | | | | Quantity | Factor |
| | | | | 17.00 | 1.2200 |
| | | | | Unit Price | Total |
| | | | | 149.39 | 3,098.35 |
| | | | | excavate 1ft depth 115 LF long 4ft wide to uncover building perimeter and provide 4" below drip edge | |
| 2 | 31 23 16 36 0009 0013 | | | For Excavation In Heavy/Wet Material (Class C), Add | \$1,239.42 |
| | | | | Installation | |
| | | | | Quantity | Factor |
| | | | | 17.00 | 1.2200 |
| | | | | Unit Price | Total |
| | | | | 59.76 | 1,239.42 |
| 3 | 31 23 16 36 0014 | | CY | Relocating On Site Excavated Stockpiled Material With Dozer From Excavation For Building Foundations and Other Structures >500' to 1,000' | \$284.76 |
| | | | | Installation | |
| | | | | Quantity | Factor |
| | | | | 17.00 | 1.2200 |
| | | | | Unit Price | Total |
| | | | | 13.73 | 284.76 |
| | | | | stockpile material at county yard approx 500 LF away | |
| 4 | 31 23 16 36 0014 0018 | | | For Up To 20, Add | \$284.76 |
| | | | | Installation | |
| | | | | Quantity | Factor |
| | | | | 17.00 | 1.2200 |
| | | | | Unit Price | Total |
| | | | | 13.73 | 284.76 |
| Subtotal for Excavation | | | | | \$4,907.29 |
| General Requirements | | | | | |
| 5 | 01 22 16 00 0002 | | EA | Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal. | \$6,914.64 |
| | | | | Installation | |
| | | | | Quantity | Factor |
| | | | | 6,286.04 | 1.1000 |
| | | | | Unit Price | Total |
| | | | | 1.00 | 6,914.64 |
| | | | | Bonding fee 2% of \$286,452.73 | |
| 6 | 01 22 16 00 0002 | | EA | Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal. | -\$27,775.16 |
| | | | | Installation | |
| | | | | Quantity | Factor |
| | | | | -27,775.16 | 1.0000 |
| | | | | Unit Price | Total |
| | | | | 1.00 | -27,775.16 |
| | | | | Credit line item for holding price from previous contract | |
| Subtotal for General Requirements | | | | | -\$20,860.52 |
| Painting | | | | | |
| 7 | 01 22 23 00 0905 | | WK | 3,000 PSI Pressure Washer With Full-Time Operator | \$5,253.14 |
| | | | | Installation | |
| | | | | Quantity | Factor |
| | | | | 1.00 | 1.2200 |
| | | | | Unit Price | Total |
| | | | | 4,305.85 | 5,253.14 |
| | | | | 2 rounds of pressure washing, 1 before scraping and one after | |

Contractor's Price Proposal - Detail

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 134876.00
 Work Order Title: Morro Bay WWTP Roofing Project

| Painting | | | | | | | |
|------------------------------|------------------|------|--------------|---|------------|--------|--------------------|
| 0 | 01 22 23 00 0905 | 0037 | | For Equipment Without Operator, Deduct | | | -2,415.40 |
| | | | Installation | Quantity | Unit Price | Factor | Total |
| | | | | 0.50 | -3,959.68 | 1.2200 | -2,415.40 |
| 0 | 09 31 23 00 0399 | | C&F | Acid Wash (Muratic Acid) Ductwork With Glove/Mitt | | | \$37,191.46 |
| | | | Installation | Quantity | Unit Price | Factor | Total |
| | | | | 720.00 | 42.34 | 1.2200 | 37,191.46 |
| | | | | building footprint of 115LFx110LF wall height average 16ft | | | |
| 10 | 09 37 13 23 0071 | | SF | Brush Up To 14" Diameter Pipe 1.5 Mil Prime And Two 1.5 Mil Alkyd Finish Coats | | | \$49,717.44 |
| | | | Installation | Quantity | Unit Price | Factor | Total |
| | | | | 7,200.00 | 5.66 | 1.2200 | 49,717.44 |
| | | | | building footprint of 115LFx110LF wall height average 16ft | | | |
| Subtotal for Painting | | | | | | | \$89,746.64 |
| Roofing | | | | | | | |
| 11 | 01 22 23 00 1219 | | WK | 8,000 Lb. Capacity, Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator | | | \$16,030.19 |
| | | | Installation | Quantity | Unit Price | Factor | Total |
| | | | | 2.00 | 6,569.75 | 1.2200 | 16,030.19 |
| | | | | Reach lift used to hoist materials onto the roof, operated 50% of time on site | | | |
| 12 | 01 22 23 00 1219 | 0038 | | For Equipment Without Operator, Deduct | | | -66,013.53 |
| | | | Installation | Quantity | Unit Price | Factor | Total |
| | | | | 1.00 | -4,929.12 | 1.2200 | -66,013.53 |
| 13 | 01 71 13 00 0004 | | EA | First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradels, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc. | | | \$1,838.63 |
| | | | Installation | Quantity | Unit Price | Factor | Total |
| | | | | 1.00 | 1,507.07 | 1.2200 | 1,838.63 |
| | | | | Delivery of Reschift | | | |
| 14 | 07 22 16 00 0172 | | SF | 1" Thick, R3.85, Molded Expanded Polystyrene, Roof Board Insulation (MEPS), Mechanically Fastened | | | \$41,051.78 |
| | | | Installation | Quantity | Unit Price | Factor | Total |
| | | | | 12,650.00 | 2.66 | 1.2200 | 41,051.78 |
| | | | | Polystyrene flutz fill per SCW building area 110x115 | | | |
| 15 | 07 46 19 00 0011 | | SF | 22 Gauge, Painted Finish, Box Ribbed Steel Siding Panel | | | \$23,111.68 |
| | | | Installation | Quantity | Unit Price | Factor | Total |
| | | | | 1,500.00 | 11.84 | 1.2200 | 23,111.68 |
| | | | | apx 100FL of panel replacement 16ft avg height | | | |
| 16 | 07 54 23 00 0004 | | SQ | 60 Mil, Single Ply Thermoplastic Polyolefin (TPO) Roofing Membrane, Fully Adhered Includes adhesive. | | | \$71,729.50 |
| | | | Installation | Quantity | Unit Price | Factor | Total |
| | | | | 126.50 | 464.78 | 1.2200 | 71,729.50 |
| | | | | 110x115 TPO roof membrane | | | |
| 17 | 07 54 23 00 0004 | 0135 | | For >100 To 200, Deduct | | | -66,798.08 |
| | | | Installation | Quantity | Unit Price | Factor | Total |
| | | | | 125.50 | -44.40 | 1.2200 | -66,798.08 |

Contractor's Price Proposal - Detail Continues..

Work Order Number: 134876.00
 Work Order Title: Morro Bay WWTP Roofing Project

| Roofing | | | | | | | | |
|-----------------------------|----|----|----|----|------|------|---|---------------------|
| 18 | 07 | 54 | 23 | 00 | 0004 | 0138 | For 20 Year Warranty, Add | \$1,080.31 |
| | | | | | | | Installation | |
| | | | | | | | Quantity | |
| | | | | | | | Unit Price | |
| | | | | | | | Factor | |
| | | | | | | | Total | |
| | | | | | | | | 1,080.31 |
| 19 | 07 | 54 | 23 | 00 | 0018 | | 8F Thermoplastic Polyolefin (TPO) Cold Edge Metal Or Base Flashing 20 Mil TPO membrane laminated to 24 gauge galvanized steel. | \$10,021.57 |
| | | | | | | | Installation | |
| | | | | | | | Quantity | |
| | | | | | | | Unit Price | |
| | | | | | | | Factor | |
| | | | | | | | Total | |
| | | | | | | | | 10,021.57 |
| | | | | | | | building edge flashing and center ridge. 12" flashing width, building perimeter 450LF + 115x2 ridge | |
| 20 | 07 | 73 | 00 | 00 | 0004 | | 8F 1/2" Thick, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board, Cold Adhesive Applied (Georgia-Pacific DensDeck®) | \$67,596.54 |
| | | | | | | | Installation | |
| | | | | | | | Quantity | |
| | | | | | | | Unit Price | |
| | | | | | | | Factor | |
| | | | | | | | Total | |
| | | | | | | | | 67,596.54 |
| | | | | | | | 110x115 roof. 2 layers of 5/8 demastek to level surface for TPO overlay | |
| Subtotal for Roofing | | | | | | | | \$219,648.59 |
| Proposal Total | | | | | | | | \$293,442.00 |

This total represents the correct total for the proposal. Any discrepancy between the totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Subcontractor Listing

Date: January 13, 2025

Re: IGC Master Contract #: CA-R7-GB-181723-NCM
Work Order #: 134875.00
Owner PO #:
Title: Marro Bay WWTP Roofing Project
Contractor: Newton Construction & Management
Proposal Value: \$293,442.00

| Name of Contractor | Duties | Amount | % |
|--|--------|--------|------|
| No Subcontractors have been selected for this Work Order | | \$0.00 | 0.00 |

EXHIBIT B

PAYMENT SCHEDULE

Payment(s) will be processed following the satisfactory completion of scheduled work and in the next regularly scheduled check run following submittal of invoice(s).

AMOUNT: Will vary upon scheduling of individual tasks and time and materials rates given in proposal with a total not-to-exceed cost of \$322,786.20. Services provided under this Agreement are provided on an "on-call" basis, to which end the following shall apply to such on-call tasks:

- a. Each task shall be indicated by a written request produced by the **CITY** with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- b. **CONTRACTOR** must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit A; explain how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- c. **CITY** shall in writing approve, modify or reject the Task Proposal, and may issue a notice to proceed.
- d. The task shall be performed at a cost not to exceeding the Task Budget.
- e. **CONTRACTOR** shall complete the task and deliver all deliverables to **CITY** by the Task Completion Date.

EXHIBIT C

INSURANCE REQUIREMENTS
CONTRACTORS WITH VEHICLES

CITY OF MORRO BAY

595 Harbor St.
Morro Bay, CA 93442
(805) 772-6200
FAX (805) 772-7329

INSURANCE REQUIREMENTS FOR CONTRACTORS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, (Including operations personal injury and property damage. If products and Commercial General Liability Insurance or other completed operations) form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance, or as a separate owner's policy (CG 20 11 01 96).
2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Verification of Coverage

CONTRACTOR shall furnish the CITY with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the CITY **before** work commences.

The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

CONTRACTOR shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

EXHIBIT D

SCHEDULE OF PERFORMANCE

- I. CONTRACTOR** shall perform all services and deliver all work products timely in accordance with the Contract Term defined at Section 1.01 of this **AGREEMENT**.