



Proposal Agreement

Seas Catholic Church

November 25, 2022

Thank you for considering **CenCal Roofing**.

We are pleased to present the following proposal for:

**Installation of a Dimensional 30 Limited Lifetime Composition Shingles on pitched
& 60mil TPO Single-Ply Membrane Roofing System on flat at:
2050 Palisades Ave. Los Osos**

We propose to provide all materials and labor for the following:

Pitched Roof

1. Remove and haul away existing roof to expose solid sheathing. If space sheathing is found it will be necessary to nail down OSB board over existing space sheathing – provides a solid deck for the shingles and insures a Class “A” fire rating. Re-sheathing, if necessary, will be an additional charge.
2. Clean grounds of all tear-off debris and inspect for dry-rot. Dry-rot repair, if necessary, is not included in this proposal.
3. Install one layer of 15-lb. roofing felt.
4. Install new colored drip-edge metal around roof perimeter.
5. Replace roof pipe jacks with new metal flashing, set in mastic, and cover with rust-resistant paint. Color to match shingles.
6. Run starter shingles around roof edge and install field shingles, using non-corrosive nails.
7. Install Ridgeglass high-profile shingles on all hip and ridge sections. Color to complement field shingles.
8. Final sealing of existing metal roof flashing (chimney counter flashing, skylights, large vents and turbines, etc.).
9. Clean up grounds and haul away all scrap material and debris.

Total Cost:

\$20,450.00

Initial Here: _____

Flat Roofs

1. Remove and haul away existing roof to expose solid sheathing. If space sheathing is found it will be necessary to nail down OSB board over existing space sheathing – provides a solid deck for the shingles and insures a Class “A” fire rating. Re-sheathing, if necessary, will be an additional charge.
2. Clean grounds of all tear-off debris and inspect for dry-rot. Dry-rot repair, if necessary, is not included in this proposal.
3. Install SOLO fire sheet, insures a Class “A” fire rating
4. Install new edge metal.
5. Install new scuppers and drains.
6. Install **60mil TPO Single-Ply** membrane with screws and plates and hot air welding.
7. Final cleaning of grounds and haul away all scrap material.

Total Cost:

\$58,150.00

Initial Here: _____

Siding

1. Tear-off all 1x6 siding and wall cap above composition shingle roof.
2. Install new 1x6 Cedar siding adding 1x4 and z-bar to siding.
3. Add wall cap and roof to wall flashing.

Total Cost:

\$11,145.00

Initial Here: _____

2030 Main Street, Morro Bay, CA. 93442

Tel: 805.772.6806 • Fax: 805.772.4591 • customerservice@cencalinc.com

Skylight

- If skylight requires replacing with new galvanized flashing.

Total Cost: \$3,430.00

Initial Here: _____

Note: Bid does not include – If we need a window company to come out and help remove custom sky lid.

Dry-rot

- Remove 140’ of rotten fascia & replace with new smooth finger joint.

Total Cost: \$3,580.00

Initial Here: _____

Note: the above reflects only what is visible to the Estimator. If additional dry-rot is found after tear-off it will be an extra cost.

NOTE: On the composition shingle section – siding and adding 1x4 z-bar need to be done at the same time with skylight flashing.

Contractor is proposing to replace existing flat roof or other noted flat areas. Unless specifically asked for and outlined above, no work to alter or change the pitch (steepness) is being proposed. Therefore, contractor cannot be responsible for any standing water that may accumulate once the work is complete.

All work performed as per manufacturer’s specifications. In addition to the material warranty, CenCal Roofing provides a 5-year workmanship guarantee on all roofing labor and a 1-year workmanship guarantee on gutters. We are fully covered by **Workers Comp and Liability insurance.**

Payment for contracted work collected at job site on day of completion.

If you would like to view samples, our showroom hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.

Please note: If present, solar to be removed & reinstalled by others. Satellite will be removed & reinstalled by us if it’s located on the roof; however, customer is responsible for charges to have it re-aligned by others. Customer is responsible for providing power during re-roofing.

Customer is responsible for obtaining any necessary permits that are required by the city.

Please note: During roofing process, all vehicles/RVs on the above-mentioned property need to be parked a safe distance away to avoid dirt, dust or debris.

If you would like to accept this proposal, please initial at price, sign below and return the original to us (keep the copy for your records). By signing, you agree to the work detailed above and to the terms outlined in this proposal.

Contractor is not responsible for dry rot or termite damage found in the existing roof structure, unless otherwise noted. .

Disclaimer: Any drywall damage that occurs during the roofing process and is a result of dry rot is not the responsibility of CenCal Roofing. If existing roof sheeting gives way due to dry rot, and any damage occurs in the interior ceiling, we will not be held responsible.

If it is determined that additional work is required after the existing roof is removed, contractor will contact owner to approve needed repairs

Owner shall pay Contractor the fixed sum of \$ _____ for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties. Payment is due in full upon completion of the job. Please make arrangements to have payment available on the day of completion for pick up by job foreman or company owner. Approximate Start Date: _____. Approximate Completion Date: _____.

Property Owner or Representative’s Signature

Date

November 25th 2022

Contractor's Signature
License No. 369343

Date

Proposal price may change at any time due to unforeseen material cost increases.
Credit cards accepted with a 4% processing fee.

You are entitled to a complete filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

ESCALATION CLAUSE FOR SPECIFIED BUILDING MATERIALS

The contract price for this residential roofing project has been calculated based on the current prices for the component building materials. However, the market for the building materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. CenCal Roofing agrees to use their best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract for use in this residential construction project, the Owner agrees to pay that cost increase to CenCal Roofing.

SPECIAL CIRCUMSTANCES – RIGHT OF TERMINATION

Should there be a rise in the cost of any specified building material or materials, exclusive of any other price changes, that would cause the total contract price to increase by more than 5%, CenCal Roofing shall, before making any additional purchases of specified material or materials, provide to the Owner a written statement expressing the percentage increase of the contract price, the building material or materials in question, and the dollar amount of the price increase to be incurred. The Owner may then, at his option, terminate the contract by providing within 3 business days both written notice of termination to CenCal Roofing, and payment to CenCal Roofing for all costs expended in performance of the contract to the date of termination, plus payment of a prorated percentage of CenCal Roofing's profits based on the percent of completion. Should both notice of termination and full payment not be forthcoming within 3 business days, as provided herein, CenCal Roofing shall have the option to terminate the contract, or to proceed with the contract and purchase the specified building materials at the increased price. If termination is elected, CenCal Roofing shall provide to the Owner a written notice of termination, and the Owner shall be required to pay CenCal Roofing for all their costs expended in performance of the contract to the date of termination, plus payment of a prorated percentage of CenCal Roofing's profits based on the percent of completion. If CenCal Roofing elects to proceed on the contract, they may then purchase the specified material or materials at the increased price, and the Owner shall be required to pay the increased cost incurred.

Section 7018.5 of the Business and Professions Code requires that each contractor licensed under this chapter, prior to entering into a contract with an owner for work specified as home improvement they must give a copy of the following "Notice to Owner" to the owner, the owner's agent, or the payer. The failure to provide this notice as required shall constitute grounds for disciplinary action.

NOTICE TO OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity which helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder, which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

To ensure extra protection for yourself and your property, you may wish to take one or more of the following steps:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. You will be responsible for the additional cost of the bond. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in section 3262 of the civil code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

CenCal Roofing - Notice of Right to Cancel

Dated: _____

You, the buyer, may cancel this transaction, without penalty or obligation, within three days from the above date. You may cancel this transaction by e-mailing, mailing, faxing or delivering a signed and dated copy of this cancellation notice to:

**CenCal Roofing
2030 Main Street
Morro Bay, CA 93442,**

No later than midnight of _____ after you have received signed and dated copy of this contract and have accepted the terms of the contract by signing in turn.

I, _____ hereby cancel this transaction _____.
(Buyers signature) (Date)

Cancellation after the 3-day period may be charged at a 10% cancellation fee.