

**FRESNO COUNTY FIRE PROTECTION DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is made and entered into as of this 20th day of August 2020, by and between the FRESNO COUNTY FIRE PROTECTION DISTRICT, a political subdivision of the State of California, sometimes hereinafter referred to as "DISTRICT", and ALLSTATE ROOFING, INC. hereinafter referred to as “Contractor”.

**RECITALS**

**WHEREAS**, DISTRICT desires to retain CONTRACTOR, for removal and replacement of the roof at Fire Station 89, located at 5810 S. Cherry St., Fresno CA 93706; and

**WHEREAS**, CONTRACTOR is willing to provide DISTRICT with the foregoing services on the terms and conditions set forth herein

**NOW, THEREFORE**, DISTRICT hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve DISTRICT in accordance with the terms and conditions set forth herein:

**TERMS**

DISTRICT and CONTRACTOR agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on August 20, 2020 and shall expire on October 31 , 2020, unless terminated earlier in accordance with Paragraphs 8 (Termination for Cause), 9 (Other Termination) or 19 (Conflict of Interest); except that the obligations of the parties under Paragraphs 6 (Insurance) and 7 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of DISTRICT to CONTRACTOR. CONTRACTOR shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 16 (Taxes) and 17 (Access to Records/Retention).
2. **Scope of Services.** CONTRACTOR shall provide DISTRICT those services set forth in Exhibit "A" (the “scope of services”), attached hereto and incorporated by reference herein.
3. **Compensation.**
  - (a) **Rates.** In consideration of CONTRACTOR’s fulfillment of the promised work to the satisfaction of DISTRICT, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.
  - (b) **Expenses.** Expenses relating to fulfilling the scope of services set forth in Exhibit “A” will be reimbursed by DISTRICT upon submission of an invoice in accordance with

Paragraph 4 at the rates and/or in accordance with the policy(s) set forth in Exhibit "B".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement "per fiscal year" shall be a total of TWENTYTHREE-THOUSAND SEVEN-HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$23,730.00) for professional services and for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred. Such rates and expenses charged are not, and will not be, more than the reasonable cost of providing the services provided for hereunder.

4. **Method of Payment.** All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to DISTRICT of an itemized billing invoice in a form acceptable to DISTRICT's Auditor which indicates, at a minimum, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the DISTRICT, which shall be payable within thirty (30) days of submission.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, DISTRICT employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that DISTRICT may monitor the work performed by CONTRACTOR. CONTRACTOR and its officers, agents, employees and volunteers shall be entitled to none of the benefits accorded to a DISTRICT employee. DISTRICT shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for such payments. **Except for those items listed within Exhibit C.**

6. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

- (a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR 's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation.
- (b) Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M.

Best rating of A: VII or better or equivalent self-insurance:

(1) General Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction of the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the other party's Secretary or Clerk prior to reimbursement for performance of any of the party's duties under this Agreement; shall reference this Agreement by its CONTRACTOR number or title and department; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the party's liability. For the insurance coverages referenced in 7(b), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming DISTRICT, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of DISTRICT shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by CONTRACTOR. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to DISTRICT's Risk Manager.

7. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, DISTRICT and CONTRACTOR shall each defend, indemnify and hold harmless each other as well as their respective elected or appointed officials, officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its elected or appointed officials, officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold DISTRICT and its elected or appointed officials, officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

8. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within twenty (20) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving ten (10) days prior written notice to the defaulting party in the manner set forth in Paragraph 11 (Notices).

9. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by CONTRACTOR unless an opportunity for consultation with DISTRICT is provided prior to the effective date of the termination.

10. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

11. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five (5) days following the date of deposit, whichever is earlier.

CONTRACTOR  
ALLSTATE ROOFING, INC.  
1244 East Carlyle Way  
Fresno, CA 93730

DISTRICT  
Chris Bump, Assistant Chief  
(or his designee)  
210 South Academy Avenue  
Sanger, CA 93657

12. **Assignments or Subcontracts.** CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services.

13. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only the DISTRICT may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any-and-all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

14. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Fresno County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Fresno, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern DISTRICT of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Fresno County, California; however, nothing in this Paragraph shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

15. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to DISTRICT for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

**16. Labor Code Provisions.** It shall be mandatory upon the CONTRACTOR herein and upon all subcontractors under CONTRACTOR to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.

(a) Prevailing Wages. DISTRICT has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which shall be posted at each job site and will be on file at the principal office of the DISTRICT. CONTRACTOR shall, as a penalty to DISTRICT, forfeit not more than the maximum applicable statutory rate for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONTRACTOR or by any subcontractors under CONTRACTOR. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by CONTRACTOR.

(b) Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to DISTRICT the maximum statutory rate for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.

(c) Payroll Records. CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey man, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, the CONTRACTOR shall, as a penalty to DISTRICT, forfeit not more than the maximum statutory rate for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the CONTRACTOR.

(d) Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.

(e) Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under the CONTRACTOR.

(f) DIR Registration. Pursuant to Labor Code section 1771.1, CONTRACTOR shall, at all times, ensure that it, and all of its subcontractors, regardless of tier, are appropriately registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall provide evidence of such registration information upon request of the DISTRICT.

(g) Labor Compliance. CONTRACTOR acknowledges that pursuant to recently enacted Senate Bill 854, all labor compliance monitoring required for the Project by the Education Code or Labor Code, shall be provided by DIR. The CONTRACTOR shall, at no

additional cost to the DISTRICT, be required to comply with all the requirements of DIR for such compliance monitoring and all applicable provisions of the California Labor Code, including but not limited to the standard provisions requiring payment of prevailing wages, more further explained below, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate for all workers for which a prevailing wage classification is listed by or may be obtained from the DIR. CONTRACTOR shall work with the DISTRICT, and DIR to ensure the full compliance applicable labor law and all applicable labor compliance requirements of the DIR. The CONTRACTOR shall include the requirements of this provision in all subcontracts and require subcontractors to comply with these provisions at no additional cost to the DISTRICT.

17. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold DISTRICT harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that DISTRICT is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes or withholdings on those earnings.

18. **Access to Records/Retention.** The DISTRICT, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after the expiration of this Agreement.

19. **Authority to Contract.** DISTRICT and CONTRACTOR each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

20. **Conflict of Interest.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, *et seq.*, and section 87100, *et seq.*, relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to DISTRICT and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as DISTRICT may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, DISTRICT may terminate this Agreement immediately upon giving written notice without further obligation by DISTRICT to CONTRACTOR under this Agreement.



21. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

22. **Confidential Information.** CONTRACTOR shall hold any confidential information received from DISTRICT in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, CONTRACTOR shall return materials which contain any confidential information to DISTRICT. CONTRACTOR may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to CONTRACTOR which relates to DISTRICT's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.

23. **Standard of Performance.** CONTRACTOR shall complete the scope of services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All work product of whatsoever nature which CONTRACTOR delivers to DISTRICT pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

24. **Time.** Time is of the essence. CONTRACTOR shall devote such time to the scope of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR obligations pursuant to this Agreement.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

26. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated

by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement is executed by the parties hereto as of the date first above written.

FRESNO COUNTY FIRE PROTECTION  
DISTRICT, a political subdivision of the  
State of California

ALLSTATE ROOFING, INC.

By \_\_\_\_\_  
Chris Bump, Assistant Chief

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date:

Date:

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

ALLSTATE ROOFING, INC. shall provide the FRESNO COUNTY FIRE PROTECTION DISTRICT with the following services:

#### **1. DESCRIPTION and SCOPE OF SERVICES**

##### **WORK TO BE PERFORMED:**

Scope of Work will include the removal and replacement of the existing roofing materials as identified in the Proposal dated 8/04/2020. This Scope of Work will include, but is not limited to:

1. Tear off existing roofing down to solid deck.
2. Haul-off old roofing material and debris from DISTRICT property.
3. Install new tapered poly ISO insulation to achieve proper drainage.
4. Install new fascia at tapered foam areas and box in eaves with plywood.
5. Install new ¼" DENS Deck, mechanically fasten per code.
6. Install new 60 mil Mulehide single ply TPO roofing system, mechanically fastened.
7. Install new TPO boot flashings as needed.
8. Install new TPO fluted corners.
9. Install new TPO waterblock sealant.
10. Clean area of all roof related debris.
11. Provide 10-year labor warranty.

**EXHIBIT "B"**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

Compensation

ALLSTATE ROOFING, INC. shall be responsible for the following:

Complete work as described above.

**FOR A NOT TO EXCEED MAXIMUM AMOUNT:                                        \$23,730.00**

Expenses

1.        N/A

**Please Note: This contract and the service performed will be with Fresno County Fire Protection District. Not CAL FIRE.**

**EXHIBIT "C"**

1.        COMMENCEMENT OF WORK and ORDER OF WORK

A. The CONTRACTOR shall begin on-site work as soon as possible but no later than **Ten (10) Calendar Days** of the date of the Notice to Proceed and shall diligently prosecute all contract work to completion before the expiration of **Thirty (30) Working Days** from the effective date of the Notice to Proceed. The actual date of beginning the construction shall be determined by the DISTRICT.

B. The CONTRACTOR shall not proceed with any work until receiving a "Notice to Proceed", but may order the materials necessary for construction immediately after the contract documents have been signed by all parties. For any material requiring delivery more than two weeks, the CONTRACTOR shall submit a statement with a proof of order within three (3) working days after the DISTRICT's approval of his submittal. Acceptable proof of order shall be document(s) from the manufacturer (not vendor) showing the order date and delivery date for the materials.

C. A working day is defined as any day, except Saturdays, Sundays, legal holidays and weather days. Legal holidays shall be the official holidays determined by the FCFPD. Weather days shall be days on which the CONTRACTOR is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

2.        LIQUIDATED DAMAGES

Liquidated damages shall be accrued at a rate of **Five Hundred Dollars (\$500.00)** per calendar day for each-and-every calendar day of delay in completing the work under this contract. Liquidated damages will be cumulative. Time of Completion, as specified, will be enforced. Work at the project site shall progress to completion in an orderly fashion. Liquidated damages will be deducted from final payments, based upon calendar day delay in completion of the project.

A. Execution of Liquidated Damages

The CONTRACTOR is responsible for completing the project in the allowable working days as described above. The beginning and end of completion dates shall be determined in the pre-construction meeting. The CONTRACTOR shall contact the County's Construction Inspector for final acceptance as the construction is finished. If the construction cannot be completed by the end of completion date, the following procedure shall be taken:

a. Request for Extension

The CONTRACTOR shall submit a written notice to the County of Fresno Inspector for additional working days, five (5) working days prior to the end of completion date. The notice shall indicate the number of additional days, reasons of request such as weather, shortage of materials, etc., and all support documents as required by the Planning & Protection Captain. The number of working days delayed by weather shall be defined by the Construction Inspector.

b. Extension of Contract Time

The DISTRICT shall review the request for extension and respond to the CONTRACTOR within three (3) working days upon the receipt of such request. The extension of contract time shall be determined by the DISTRICT and approved by the Fire Chief. It is the CONTRACTOR's responsibility to submit the request of extension. No extension shall be granted after the end of completion date.

c. Termination of Contract

If the CONTRACTOR fails to finish the construction within the contract time, liquidated damages shall be accrued at a rate as described within. The CONTRACTOR shall have no more than Thirty (30) calendar days to complete the construction from the scheduled date of completion. A notification shall be sent by the DISTRICT indicating the contract time, begin and end dates of construction, the date of termination, and the description(s) of unfinished work/item(s). No partial payment/credit shall be made to the CONTRACTOR for any unfinished bid items as described in the Contract Document.

d. Declaration of Default

A statement shall be sent by the DISTRICT declaring that the CONTRACTOR is in default due to their performance. The CONTRACTOR grants the DISTRICT permission to hold the account balance and designate another CONTRACTOR to finish all remaining work in accordance with the Contract Documents. The DISTRICT shall stop accumulating liquidated damages and calculate the account balance for the construction. No payment shall be made to the CONTRACTOR for any work completed after the date of declaration of default. The DISTRICT shall deduct all expenses for the completion of the project, including the expenses for design,

administration, management, and construction by others.