



CSRW Inc. (DBA) Allied Construction Services  
License #605271 Class B, C33, C39  
Certified SDVBE Small Business

September 12, 2017

Mr. David Pedroli  
San Rafael City School District  
38 Union Street, San Rafael, CA 94041  
415 485-2445  
[dpedroli@srcs.org](mailto:dpedroli@srcs.org)

Re: Portables 35 Marin Street, San Rafael, CA

Dear David,

Thank you for the opportunity to assist with your roofing requirements. We have reviewed the existing conditions and are submitting the cost for the following.

**TWO PORTABLES AT SHORT ELEMENTARY SCHOOL:** Scope of Work

1. Remove the loose coating and caulking and power wash the roof to remove the dust and dirt.
2. Seal all details Tremseal S silicone caulking.
3. Install a coat of Alpha Guard Si silicone coating over the metal roof panels at the rate of 2.5 gallons per 100 square feet.
4. Included pedestrian and site protection, labor will be paid at prevailing rate, materials, city permits, insurances and adherence to all environmental requirements.
5. Provide specification and material data, MSDS sheets.
6. Included is a contractor's 2 year labor and materials warranty.

7602 National Drive  
Livermore, CA 94550-8809

Phone (925) 724-2324  
Fax (925) 724-2328





7. Owner to provide access.

COST: \$18,753.00

**EXCLUSIONS:**

*Asbestos and lead abatement.*

**PAYMENT:**

*An invoice will be presented for payment upon completion and due in 30 days.*

*The price quoted has been structured to reflect standards we assume are mutually desired: quality of installation, service reliability and long-term performance. This price may be subject to change 60 days from the date of proposal.*

*If you are in accordance with the recommendations herein and the General Conditions enclosed, please execute the agreement below and return both copies to this office. We will, in turn, sign them and return one copy to you. Thank you for your cooperation in expediting this contract for your roofing needs.*

*If I may answer any questions or be of further assistance, please contact me directly at our office number (925) 724-2324 or mobile (925) 570-9527.*

*Respectfully,*

*Donovan Rittenbach*

*Donovan Rittenbach*



### **GENERAL CONDITIONS/ CONTRACT PROVISIONS**

*Acceptance of the proposal referred to above will result in an agreement between Allied Construction Services (Seller) and the party listed on the proposal (Buyer) on the terms stated in the proposal and in the Terms and Conditions stated herein. Seller objects to the inclusion of any different or additional terms in the acceptance of this offer, and if any are included in Buyer's acceptance a contract for sale will result upon Seller's terms herein stated. In consideration of the performance of the agreement, including timely payments there-under by Buyer, the parties agree as follows:*

*Seller will maintain liability, comprehensive, and worker's compensation insurance coverage on its employees for the duration of construction. Seller shall upon request, provide copies of certificates of insurance verifying coverage for Workers Compensation and General Liability Insurance.*

*Seller will comply with all applicable California Contractor's License Board regulations covering the work to be done.*

*Seller will furnish sufficient labor and materials to complete construction in accordance with the specifications referred to in the contract, unless prevented from doing so by clause(s) beyond its reasonable control.*

### **EXISTING CONDITIONS**

*The Buyer warrants that the structure and surface, in which the work is to be performed, is both safe and suitable for the work to be accomplished. If there is any question as to safety or suitability, please raise this issue prior to signing this contract. Buyer agrees to indemnify, defend, and hold Seller harmless from any and all claims involving Seller's work which are related to Buyer's obligations as set forth in this paragraph.*

### **NOTICE TO PROPERTY OWNER**

*Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within four years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9525 Goethe Road, Sacramento, California 95827. Mailing address: P. O. Box 26000, Sacramento, California 95826. [www.cslb.ca.gov](http://www.cslb.ca.gov)*

### **ASBESTOS AND LEAD DISCLAIMER**

*"Contractor's scope of work shall not include the identification, detection, abatements, encapsulation or removal of asbestos, lead or similar hazardous substances. If Contractor encounters any such products or materials in the course of performing its work, or if such hazardous materials are encountered by any other firm performing work at the job site and Contractor determines that such materials present a hazard to its employees, Contractor shall have the right to discontinue its work and remove its employees from the job site until such products or materials, and any hazards*



*connected therewith are located and abated, encapsulated are removed, or it's determined that no hazard exists (as the case may require), and Contractor shall receive an extension of time to complete its work hereunder and compensation for the delays encountered as a result of such situation and correction."*

## **WARRANTY**

*Upon completion of installation by seller and payment in full for this contract include all authorized change orders and addendum by buyer, seller will repair covered defects within the warranty at no charge to buyer. All warranty claims are subject to the terms provided within the scope of work and the following limitations.*

*Labor warranties are limited to defects caused by defective workmanship and do not cover material defects. In the case that no labor warranties expressly provided within the scope of work, seller shall have no obligation to make repairs nor shall buyer entitled to see damages or other really.*

*Material warranties are limited to defects caused by defective materials and does not cover labor defects. There is no material warranty unless expressly provided by the seller within the scope of work. Materials warranties are provided by the manufacturer and shall be to buyer's responsibility to resolve such warranty claims with the manufacturer. The materials specified shall be used in reasonable conformance and with the manufacturer's recommendations.*

*Seller's warranties do not extend to defects resulting from natural causes; or intentional acts or negligence of the buyer or other persons; or any other conditions or events outside the seller's control.*

*Except as expressly described herein, no guarantee given or assumed by persons, firms or entities other than the seller will bind seller.*

*Under no circumstances shall seller assume responsibility for consequential damages.*

*No warranty or guarantee regarding the products or services covered by this agreement will bind seller beyond expiration of the warranty periods stated herein.*

*Unless otherwise stated herein warranties are nontransferable.*

*Buyer can obtain performance in warranty obligations by contracting seller in writing at the office of contract, as indicated within this contract. Buyer must provide information identifying the sales transaction and the nature of the problem. If the terms of the warranty are not performed after compliance with this procedure buyer may seek damages or other relief.*

*This warranty gives you specific legal rights and you may also have other rights that vary from state to state.*



### **SAFETY**

*Safety is our first priority we may need to restrict some pedestrian and motor traffic. This is always coordinated to minimize the impact of the buildings occupants. Allied Construction Services reserves the exclusive right to organize the work site for the safety and effectiveness of the project.*

### **WEATHER**

*In the event of poor conditions such as but not limited to wind, rain, and extreme heat. The work may be postponed until the weather conditions are favorable. Should you require us to work in less advantageous conditions to expedite work, additional charges will be assessed and warranty coverage may be affected.*

### **HOURS OF OPERATION**

*Should seller be required to work after hours or on weekends for any reason outside seller's control, additional charges may be assessed.*

*Buyer shall provide outside access to water and electrical power at no charge.*

*Occasionally it becomes necessary to move, reconfigure or realign equipment brackets, e.g. satellite dishes, air handling equipment, electrical/phones/cable lines or to update or repair substandard work or out-of-code conditions that would prevent proper installation of the system described herein. Required modifications and/or corrections of such items are the responsibility of the buyer unless included in the scope of work above.*

*Protection of building service immediately adjacent to the work area shall be protected by seller unless otherwise stated and scope of work. It shall be the responsibility of the buyer to protect all other services including but not limited to building interior spaces as well as any and all personal property in and around the job site. Under no circumstances shall seller assume any responsibility for incidental damage beyond the surface immediately adjacent to the work area.*

### **ARBITRATION**

*All parties agree that any disputes arising under this contract will be resolved by submission to binding arbitration under construction rules of the American Arbitration Association. The parties agree that arbitration must be initiated within one year after the claimed breach occurs and the failure to initiate arbitration within the one-year period constitutes an absolute bar to the institution of any proceedings.*

### **ATTORNEYS FEES**

*In the event that is necessary for either party to engage the services of an attorney regarding the breach of this agreement by the other, the enforcement of the terms herein, or any declaration of the rights and duties here in, the prevailing party, in addition to the other rights that may have, shall be entitled to all costs incurred in*



*connection therewith than including actual attorney fees and costs of action.*

#### **PAYMENT**

*Progress payment shall be made as follows:*

*Payment shall be made based on the percentage of completion on a monthly basis unless otherwise agreed to in writing.*

*5% retention is allowed for but shall be due within 30 days of completion of sellers work.*

*The pricing of this proposal is based on these terms failure to pay accordingly may result in a legal maximum interest and penalties. If bills are not paid in full for the labor, services, equipment and materials furnished, a mechanics lien leading to the loss, through legal proceedings, of all or part of the property being so improved may be placed against the property.*

*Buyer shall pay Seller in full upon job completion if the time to complete the work does not exceed fifteen (15) calendar days unless a progress payment schedule is set forth in the agreement. Otherwise, payment shall be made in accordance with the progress payment schedule, or, if there is no such schedule and the work exceeds fifteen (15) calendars days, in accordance with the value of the work performed and materials provided and actually delivered to Buyer's jobsite. Seller shall submit invoices to Buyer pursuant to the foregoing terms. Invoices are due upon presentation. Accounts which are not paid within 30 days from invoice date, shall be assessed 1-1/2 percent interest and/or the maximum rate allowed by the law, and shall be charged a \$10 per month collection charge. Should legal action become necessary to collect on this account, Seller shall be entitled to reasonable attorney fees and costs, collection costs, and shall be entitled to initiate the action in the judicial district it so chooses.*

*Seller does not agree to withholds or offsets against the contract price. Any and all Buyer purchase orders and/or contract statements or clauses providing for withholds or offsets shall be null and void unless expressly agreed to in writing by Seller. Any withholds which may be authorized shall be paid in full upon completion of the work originally covered by the agreement regardless of whether Seller has completed any extra work agreed to by the parties after execution of the agreement.*

*Buyer can cancel this contract without penalty at any time prior to installation for any of the grounds enumerated in Civil Code Section 1689.*

*These terms and conditions may not be modified or changed except in writing, signed by an authorized officer of Seller.*

#### **ACCEPTANCE:**

*To accept this contract:*

- Initial each scope of work you would like us to perform.*
- Fill out and sign the acceptance for on the last page.*
- Return one complete copy of the contract to us.*



- *You will be contacted regarding scheduling of the project.*
- *This proposal is valid for 60 days.*

*I authorized performance of the accepted scope/scopes of work above and agreed to all the terms and conditions herein. By accepting this proposal, it is understood that any documents that conflict with this contract are null and void.*

**AGREED TO AND ACCEPTED:**

*Buyer or Authorized Representative*

***ALLIED CONSTRUCTION SERVICES***

\_\_\_\_\_  
*Signature authorized representative*

\_\_\_\_\_  
*Signature authorized representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*