

Rubidoux Community Services District

Board of Directors

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Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2026-85

October 1, 2026

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Emergency Award of the Fire Station 38 Tile Roof Replacement Project to HYT Construction, Inc.

BACKGROUND:

Rubidoux Community Services District ("District") owns and operates Fire Station 38 at 5721 Mission Boulevard. The facility was constructed in 2006 and supports CAL FIRE personnel providing continuous fire and emergency services to the community. A reliable roof is necessary to protect the firefighters, apparatus, communications equipment and other public assets housed at the station.

The existing tile roof has sustained damage and deterioration over time. Portions of the underlayment have been exposed, and the District has made sizable roof repairs on an almost annual basis during the past several years, including repairs in 2023, 2024 and 2026. Although known leaks have been repaired, continued isolated repairs do not address the aging roof system or provide the long-term protection needed for this essential facility.

The District seeks a complete roof replacement that is durable, watertight and capable of protecting Station 38 for generations to come. In informal discussions, City of Jurupa Valley representatives indicated a preference for retaining the existing tile character and the appearance of the Rubidoux and Mission Boulevard area. A metal roof was not favored. The proposed project therefore retains the tile appearance while replacing the roof deck, waterproofing and flashing systems.

The purpose of this memorandum is to request that the Board authorize an emergency award to HYT Construction, Inc. ("HYT"), approve the related budget amendment and authorize staff to proceed immediately so the work can be completed before the November and December severe-weather period.

Discussion

HYT Construction, Inc. ("HYT") submitted Estimate No. 260921001, dated September 21, 2026, for a \$270,000 base contract covering Station 38 and the associated shed. The estimate includes removal of the existing tile and underlayment; new 5/8-inch CDX APA-rated plywood over the existing rafters; self-adhered underlayment, battens, flashings and concrete tile; permits; prevailing-wage labor; and a 10-year workmanship warranty. It also includes a \$25,000 District-controlled allowance for authorized concealed repairs. Unused allowance funds will be deducted from the final invoice, and the total award will not exceed \$295,000.

JRT Roofing and Waterproofing, Inc. ("JRT") proposed \$334,117.38 for substantially similar core work, including the same \$25,000 District-controlled allowance. HYT's total is \$39,117.38 lower, or approximately 11.7 percent, and HYT was the only contractor that confirmed it could begin and complete the work during October. Staff reviewed price, scope, exclusions, qualifications, protection of station operations and schedule. This price and schedule comparison supports staff's determination that HYT offers the best value, consistent with Procurement Policy 1040.5.

Project Scope and Schedule

The project includes the roofs on Station 38 and the associated shed; removal and disposal of the existing tile, flashings and underlayment; complete removal and replacement of the existing roof sheathing with new minimum 5/8-inch CDX APA-rated plywood over the existing rafters, without overlay; premium full-deck waterproofing; new flashings and drainage components; and a Westlake/Newpoint Barcelona - Goldenrod high-barrel concrete tile roofing system, SKU 1BCCS6116, that complements the existing station. HYT must submit final product data and applicable Title 24 documentation for District approval before installation. No product substitution may be made without prior written District approval. The work also includes required permits, inspections, prevailing-wage compliance, bonds, insurance, warranties, cleanup and temporary weather protection.

Onsite work must begin October 2 and reach final completion no later than October 30, 2026. HYT must coordinate all work with District and station personnel, preserve emergency access, protect apparatus and occupants, keep each opened roof area watertight at the end of every workday and maintain uninterrupted fire-station operations.

The award is conditioned on HYT executing a District-approved construction agreement that incorporates the District's scope, revised Estimate No. 260921001, the October 2 start and October 30 completion dates, uninterrupted station operations, bonds, insurance, prevailing wages, manufacturer material warranties and the 10-year workmanship warranty. The agreement must require prior written District authorization for use of the allowance. The District's scope and executed agreement will control over any inconsistency in HYT's estimate. The agreement will be subject to approval as to form by District General Counsel before execution or issuance of a notice to proceed.

Emergency and Procurement Policy

Procurement Policy 1040.4 classifies the Station 38 roof replacement as a public project. Policy 1040.3 ordinarily requires public works contracts exceeding \$25,000 to be awarded to the lowest responsible bidder after notice. Policy 1040.3.2 provides a separate procedure for Board action when an emergency exists. The \$250,000 thresholds elsewhere in Policy 1040 do not govern this public project.

On September 21, 2026, the Governor proclaimed a statewide emergency due to the developing 2026-2027 El Niño event. The proclamation identifies the potential for severe weather, flooding, atmospheric rivers, power outages, road closures and disruption of essential services during the coming wet season. It also identifies a greater than 90 percent likelihood of a very strong event during fall and winter and a 69 percent likelihood of historic strength during October through December.

The statewide emergency, recurring roof problems, Station 38's continuous public-safety function and the limited October construction window support action under Policy 1040.3.2. Following the ordinary advertised-bid schedule would postpone construction into the November and December severe-weather period and increase the risk of water intrusion, property damage and disruption of essential fire-protection services.

Staff preserved competition to the extent practicable by providing the same scope to multiple contractors. The informal quotations served as market checks and were not an advertised competitive-bid process. Board approval is required under Policy 1040.6, the proposed budget amendment provides the available appropriation required by Policy 1040.12, and prevailing wages apply under Policy 1040.4.2. The District will use a District-approved public-works construction agreement.

Budget Considerations

The Fire Fund currently includes \$250,000 in Line Item 20 for asset acquisitions and replacements. Staff recommends increasing this appropriation by \$100,000, from \$250,000 to \$350,000, using restricted Fire Mitigation monies. These monies are reserved for long-lived fire assets and currently have a balance of approximately \$4.1 million.

Budget or Project Item	Amount
Current Fire Fund Line Item 20	\$250,000
Proposed Budget Amendment	\$100,000
Revised Fire Fund Line Item 20	\$350,000
HYT Base Contract	\$270,000
District-Controlled Contingency	\$25,000
Total HYT Award	Not to Exceed \$295,000
Remaining Balance in Line Item 20	\$55,000

After the \$295,000 roof award, Line Item 20 will retain \$55,000. Of that amount, \$50,000 will remain available for the fire-station kitchen and other eligible long-lived assets, leaving \$5,000 unallocated.

RECOMMENDATION:

Staff recommends that the Board of Directors take the following actions:

1. Determine that the documented roof condition, recurring repairs, essential station operations and limited October construction window constitute an emergency under Procurement Policy 1040.3.2, and authorize completion of the emergency roof work under that policy.
2. Approve a \$100,000 budget amendment to Fire Fund Line Item 20, increasing the appropriation from \$250,000 to \$350,000 using restricted Fire Mitigation monies. Award the Fire Station 38 Tile Roof Replacement Project to HYT Construction, Inc. under revised Estimate No. 260921001 and a District-approved agreement for \$270,000, plus a \$25,000 District-controlled contingency, for a total not to exceed \$295,000, in accordance with Procurement Policies 1040.3.2 and 1040.6.
3. Authorize the General Manager or Designee to execute the agreement, issue the notice to proceed and approve written changes within the District-controlled contingency and total award, provided onsite work begins October 2, is completed by October 30, 2026 and Station 38 remains fully operational.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

1. Fire Station 38 Tile Roof Replacement Scope of Work
2. HYT Construction, Inc. Estimate No. 260921001
3. JRT Roofing and Waterproofing, Inc. Proposal
4. Westlake Barcelona Goldenrod Tile Specs
5. Fire Station 38 Roof Condition Photographs
6. Governor's September 21, 2026 Emergency Proclamation
7. FY 2026/2027 Fire / Weed Abatement Fund Budget

Attachment 1

RUBIDOUX COMMUNITY SERVICES DISTRICT

Fire Station 38 Tile Roof Replacement

Request for Contractor Quotes

RCSD is requesting written quotes directly from three qualified roofing contractors for a complete concrete tile roof replacement at Fire Station 38. This is not an advertised invitation for bids. Selection and award remain subject to District approval and applicable procurement requirements.

Project location	5721 Mission Boulevard, Riverside, California
Approximate roof area	12,800 square feet; contractor shall field verify
Existing roof	Tile roof with hips, valleys, tower interfaces, vents, and penetrations
New roof	Standard-weight concrete tile over a fully replaced plywood deck
Facility status	Occupied and operational fire station
Quote due	_____
Quote validity	90 calendar days

Prevailing wage is mandatory. This is a California public works project. The quote shall include all costs to pay applicable Riverside County prevailing wages and comply with DIR registration, certified payroll, apprenticeship, and related requirements. A quote based on non-prevailing-wage labor will not be accepted.

1 Quote Requirements

- Inspect the site and verify roof dimensions, slopes, access, staging, drainage, penetrations, and existing conditions before quoting.
- Submit one lump-sum quote for all work in this scope. Include labor, prevailing-wage burdens, materials, taxes, delivery, engineering, permits, inspections, bonds, insurance, equipment, disposal, warranties, overhead, and profit.
- List proposed tile and membrane products, material lead time, earliest start, onsite duration, assumptions, substitutions, and exceptions. Silence means full compliance with this scope.
- The District will select the final standard tile profile and color before material release. Standard manufacturer colors shall be included without an added charge.

2 Scope of Work

Protection Demolition and Deck

- Provide tarps, interior containment, fall protection, covered debris containers, a portable toilet, and all temporary protection. Protect apparatus, equipment, paving, landscaping, ceilings, utilities, and adjacent property.
- Remove and legally dispose of the complete existing tile roof, battens, foam or mortar, underlayment, flashings, vents to be replaced, gutters, downspouts, abandoned attachments, and 100 percent of the existing panel roof sheathing.
- Expose and inspect framing. Photograph and notify the District of deterioration, wet insulation, suspected hazardous material, or other concealed conditions before repair or concealment.

- Install minimum 5/8-inch APA Rated Sheathing, Structural I, Exposure 1 plywood over 100 percent of the roof, or greater thickness required by approved structural design. Install engineered blocking and corrosion-resistant ring-shank nails or screws. OSB, staples, and overlaying existing sheathing are prohibited.
- Include a District-controlled \$25,000 allowance for concealed framing, fascia, soffit, insulation, or related repairs. Use requires written authorization and documentation. Unused funds will be deducted at closeout.
- Do not open more roof than can be re-sheathed and made watertight the same day. No exposed framing or unprotected deck may remain overnight.

Waterproofing Flashing and Drainage

- Install self-adhered, high-temperature polymer-modified bituminous underlayment over 100 percent of the new deck. It shall comply with ASTM D1970/D1970M, be approved for the tile assembly, and be rated for at least 250 degrees Fahrenheit.
- Provide compatible primer, sealed laps and terminations, reinforced valleys and transitions, and manufacturer-approved repairs. Integrate the membrane and flashings to drain water to the exterior.
- Replace all roof-related sheet metal. Provide minimum 24-gauge G90 galvanized or manufacturer-approved factory-coated valleys, drip edges, wall flashings, counterflashings, crickets, backpans, pipe and curb flashings, closures, gutters, and downspouts. Reuse is prohibited unless specifically approved in writing.
- Provide positive drainage at the tower, walls, curbs, and other obstructions. Replace roof vents and provide balanced code-compliant attic ventilation. Remove abandoned penetrations and patch the deck and membrane.

Concrete Tile System

- Provide new standard-weight concrete roof tile complying with ASTM C1492 and a current code-evaluation report. Use a medium-profile S tile consistent with the existing appearance unless the District approves another standard profile.
- Provide a Class A roof assembly. Tile shall be CRRC-listed and satisfy the aged solar reflectance, thermal emittance, or SRI requirements applicable to the confirmed roof slope and climate zone, including any approved exception used for compliance.
- Install in accordance with the approved plans, current code-evaluated Tile Roofing Industry Alliance installation manual, and manufacturer instructions.
- Mechanically fasten field, perimeter, hip, ridge, rake, and accessory tiles with corrosion-resistant fasteners. Foam-only attachment and mortar as the sole attachment or waterproofing method are prohibited.
- Provide approved battens and drainage paths, eave closures, bird stops, weather blocking, hip and ridge components, accessory tiles, and at least 2 percent attic stock of each installed profile and color.

3 Operations Quality Control and Permits

- Keep the station operational at all times. Do not block apparatus bays, drive aisles, hydrants, exits, gates, communications, alarms, or emergency response. Coordinate work daily with the District and station representative.
- Obtain permits, plan review, inspections, and energy approvals. Comply with the 2025 California Energy Code, Title 24, Part 6, including Section 141.0(b)2B and Table 141.0-C as applicable. Before quoting, confirm the climate zone, roof slope, conditioned roof areas, accessible insulation, and compliance path. Include required air sealing, insulation, calculations, product documentation, nonresidential forms, and California-licensed design services. State the Title 24 insulation amount and pricing basis on the Quote Form; if concealed conditions prevent final determination, state assumptions and provide the U5 unit price.

- Provide at least three business days' notice for District hold points at exposed framing, completed sheathing, completed membrane and flashings, the first representative tile area, and final completion. Do not conceal work before release.
- Maintain a qualified superintendent onsite, submit daily reports and progress photographs, and arrange manufacturer inspections needed for the warranties.
- Monitor weather and keep emergency tarps, temporary membrane, pumps, wet vacuums, and labor available. The Contractor is responsible for damage caused by inadequate protection.

4 Warranties Closeout and Schedule

- Provide a minimum 10-year contractor workmanship and leak-correction warranty, minimum 50-year or limited-lifetime concrete tile material warranty, and minimum 30-year membrane material warranty. Include all inspection and registration fees.
- Acknowledge a leak notice within four hours and inspect onsite within 24 hours unless the District agrees otherwise.
- Complete permit and District inspections, punch lists, cleanup, restoration, warranty registration, maintenance manuals, final roof plan, progress photograph log, disposal receipts, certified-payroll closeout, lien releases, and one-hour maintenance orientation.
- Provide the proposed onsite duration with the quote. Once demolition begins, complete onsite roofing work within 60 calendar days unless the District approves another contract schedule.
- The approximately 50-year service objective assumes routine inspection, cleaning, isolated repair, and manufacturer-required maintenance.

5 Contractor Qualifications and Prevailing Wage

- Hold an active California C-39 Roofing Contractor license and identify properly licensed subcontractors.
- Maintain active DIR public works contractor registration for the prime contractor and every subcontractor when the quote is submitted and throughout the work. Provide registration numbers with the quote.
- Pay applicable Riverside County prevailing wage rates for every classification, including employer payments, travel, and subsistence. Maintain and submit certified payroll and supporting records electronically as required.
- Comply with apprenticeship, training, notice, and contribution requirements. The Contractor is responsible for wages, penalties, forfeitures, and costs caused by its own or its subcontractors' noncompliance.
- Provide evidence of at least five years of concrete tile roofing experience and three comparable occupied commercial or public-facility tile reroof projects completed within the last five years.
- After award, provide 100 percent performance and payment bonds from an admitted surety and the District's required insurance endorsements.

6 Contractor Quote Form

Item	Included Work	Amount
1	General requirements, Title 24 compliance, engineering, permits, bonds, insurance, and supervision	\$ _____
2	Mobilization, station protection, temporary facilities, and weather protection	\$ _____
3	Complete roof and 100 percent sheathing removal and disposal	\$ _____
4	New plywood sheathing, blocking, fastening, and inspections	\$ _____
5	Full-deck membrane, flashings, drainage, ventilation, gutters, and downspouts	\$ _____
6	Complete concrete tile roof system, accessories, inspections, attic stock, and finish	\$ _____

Item	Included Work	Amount
7	Cleanup, restoration, closeout, training, and warranties	\$ _____
8	District-controlled concealed-damage allowance	\$ 25,000.00
	TOTAL LUMP-SUM QUOTE	\$ _____

Total in words: _____

Title 24 insulation included: \$ _____ Basis and area: _____

Proposed tile manufacturer and product: _____

Proposed membrane manufacturer and product: _____

Material lead time: _____ Earliest start: _____ Onsite duration: _____ days

Unit Prices for Authorized Changes

Item	Description	Unit	Unit Price
U1	Upgrade 5/8-inch plywood to 3/4-inch plywood	Square foot	\$ _____ —
U2	Replace dimensional framing up to 2x8	Linear foot	\$ _____ —
U3	Replace dimensional framing larger than 2x8	Linear foot	\$ _____ —
U4	Replace wood fascia or soffit including matching finish	Linear foot	\$ _____ —
U5	Title 24 or damaged roof or ceiling insulation; state type and R-value	Square foot	\$ _____ —

Required Attachments and Certification

- ☐ Completed quote form and proposed schedule
- ☐ CSLB license and DIR registration numbers for the contractor and listed subcontractors
- ☐ Tile and membrane product data, code reports, CRRC information, proposed Title 24 compliance and insulation basis, and sample warranties
- ☐ Three comparable-project references
- ☐ Written assumptions, substitutions, and exceptions

The contractor certifies that it has reviewed the site and this request; its quote includes all required work except written exceptions; its price includes applicable prevailing wages and full public works compliance; the contractor and listed subcontractors hold active DIR registrations; and the signer may bind the contractor.

Contractor: _____ Representative and title: _____

Signature: _____ Date: _____

Attachment 2

Estimate

HYT PROS

1 (833) 498-7767

hector@hytconstructioninc.com

6046 Carol Ave. Alta Loma, Ca 91701

Lic. 1092712 B, C-39



HYT Construction, Inc

BILL TO

Rubidoux Community Services District
951)684-7580
3590 Rubidoux Blvd. Jurupa Valley, Ca 92509

Estimate #

260921001
Fire Station 38
5721 Mission
Blvd. Jurupa
Valley, Ca
92509

Date

Sep 21, 2026

PO #

Full Tile Roof
Replacement
128T & shed

Item	Quantity	Price	Amount
Complete Tile Roof Replacement of Fire Station 38 and Shed	1	\$270,000.00	\$270,000.00
Scope of work to be completed:			
Removal and haul away of existing boosted, 2 piece clay tiles			
Removal of existing underlayment and haul away of roof debris throughout entire roof process			
Purchase and installation of FIRE rated tile seal underlayment peel and stick			
Purchase and Installation of 1"x2" wood battens in order to properly secure roof tiles			
Purchase and installation of new drip edge metal, metal valley's, roof pipe flashings, and chimney flashings			
Purchase and installation of new tile pan metals			
Purchase, delivery and the roof loading of Westlake Barcelona Goldenrod S-tile in standard orange concrete tiles, title 24 compliant			
Seal all pipe flashings, vents, and metals as needed, and paint flashings to match the new roof tiles			
Purchase and Installation of 5/8" CDX Plywood	1	\$0.00	null

Item	Quantity	Price	Amount
The removal of the existing plywood decking and haul away of debris			
The purchase, delivery and installation of 5/8" CDX APA rated plywood over existing rafters			
Purchase and installation of plywood fasteners to be nailed down per city code requirements			
Permit Fee(s)	1	\$0.00	*null
Includes permit and any additional fees, i.e, business city license fees and parking.			
District-Controlled Allowance \$25,000	1	\$25,000.00	*\$25,000.00
District-Controlled Allowance to be used after authorization for the repair of any rafters, fascia boards, insulation, and/or any unknowns that may need to be repaired. If no funds are used then the allowance gets deducted from the final invoice			
10 Year Workmanship Warranty Included	1	\$0.00	null
Prevailing Wage Project	1	\$0.00	*null
Portable restrooms to be provided for the duration of the project	1	\$0.00	*null
Project expected completion by the end of October	1	\$0.00	null
Project to be completed without any interruptions to daily fire station operations	1	\$0.00	*null
Subtotal			\$295,000.00
Grand Total			\$295,000.00

Note

District scope in agreement on complete control over conflicting estimate language

Attachment 3



JRT ROOFING AND WATERPROOFING INC

34191 Camino Capistrano • Dana Point, CA 92624-1101 • Phone: 949-742-2892

CA1070037 • INFO@JRTROOFING.COM • JRTROOFING.COM

Proposal for Rubidoux Community Services District (RCSD)

Client: Rubidoux Community Services District (RCSD)

Email: bthomas@rcsd.org

Job Address:

5721 Mission Boulevard, Riverside, California

Print Date: 9/17/2026

JRT ROOFING AND WATERPROOFING INC would like to THANK YOU for allowing us to provide you with a proposal for your project! Please take some time to review our estimate and general conditions and feel free to reach out to us if you have any questions. We look forward to working with you!

Roof Demo and New Roof Installation - EagleLite Capistrano Concrete S tile ESR-1900 over West Lake Tile Seal synthetic underlayment

- Provide tarps, interior containment, fall protection, covered debris containers, a portable toilet, and all
- temporary protection.
- Protect apparatus, equipment, paving, landscaping, ceilings, utilities, and
- adjacent property.
- ☐ Remove and legally dispose of the complete existing tile roof, battens, foam or mortar, underlayment,
- flashings, vents to be replaced, gutters, downspouts, abandoned attachments, and 100 percent of the
- existing panel roof sheathing.
- ☐ Expose and inspect framing.
- Photograph and notify the District of deterioration, wet insulation,

- suspected hazardous material, or other concealed conditions before repair or concealment.
- □ Install minimum 5/8-inch APA Rated Sheathing, Structural I, Exposure 1 plywood over 100 percent of
- the roof, or greater thickness required by approved structural design.
- Install engineered blocking and
- corrosion-resistant ring-shank nails or screws.
- OSB, staples, and overlaying existing sheathing are
- prohibited.
- □ Include a District-controlled \$25,000.00 allowance for concealed framing, fascia, soffit, insulation, or
- related repairs.
- Use requires written authorization and documentation.
- Unused funds will be deducted
- at closeout.
- □ Do not open more roof than can be re-sheathed and made watertight the same day.
- No exposed
- framing or unprotected deck may remain overnight.
- Waterproofing Flashing and Drainage
- □ Install self-adhered, high-temperature polymer-modified bituminous underlayment over 100 percent of
- the new deck.
- It shall comply with ASTM D1970/D1970M, be approved for the tile assembly, and be
- rated for at least 250 degrees Fahrenheit.
- □ Provide compatible primer, sealed laps and terminations, reinforced valleys and transitions, and
- manufacturer-approved repairs.
- Integrate the membrane and flashings to drain water to the exterior.
- □ Replace all roof-related sheet metal.
- Provide minimum 24-gauge G90 galvanized or manufacturer-
- approved factory-coated valleys, drip edges, wall flashings, counterflashings, crickets, backpans, pipe

- and curb flashings, closures, gutters, and downspouts.
- Reuse is prohibited unless specifically approved
- in writing.
- □ Provide positive drainage at the tower, walls, curbs, and other obstructions.
- Replace roof vents and
- provide balanced code-compliant attic ventilation.
- Remove abandoned penetrations and patch the deck
- and membrane.
- Concrete Tile System
- □ Provide new standard-weight concrete roof tile complying with ASTM C1492 and a current code-
- evaluation report.
- Use a medium-profile S tile consistent with the existing appearance unless the
- District approves another standard profile.
- □ Provide a Class A roof assembly.
- Tile shall be CRRC-listed and satisfy the aged solar reflectance,
- thermal emittance, or SRI requirements applicable to the confirmed roof slope and climate zone,
- including any approved exception used for compliance.
- □ Install in accordance with the approved plans, current code-evaluated Tile Roofing Industry Alliance
- installation manual, and manufacturer instructions.
- □ Mechanically fasten field, perimeter, hip, ridge, rake, and accessory tiles with corrosion-resistant
- fasteners.
- Foam-only attachment and mortar as the sole attachment or waterproofing method are
- prohibited.
- □ Provide approved battens and drainage paths, eave closures, bird stops, weather blocking, hip and
- ridge components, accessory tiles, and at least 2 percent attic stock of each installed profile and color.

Total:

\$334,117.38

Terms and Conditions

THE STUFF MOST PEOPLE WANT TO KNOW

1. DEMO

Base demo bids include; (If roof or deck is being removed) the removal of ONE layer of existing roof/deck material. Any additional layer(s) of material will be an additional cost. Cost will vary based on what the second layer of material consists of. If your estimate identifies that the roof/deck demo includes more than one layer then please disregard.

2. CHANGE ORDERS

Should the owner, owner's representative, architect, designer, government body or inspector require any modification to the scope of work covered under this service agreement, any cost incurred by Contractor shall be added to the contract price as an extra work and owner agrees to pay contractor his normal selling price for such work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order, email, or cell phone text. All change orders shall become a part of this service agreement and shall be incorporated herein. Change order invoices shall be paid immediately upon completion of the added or modified work provided by the contractor.

3. WOOD REPLACEMENT

Unless otherwise stated, no wood replacement is included in this bid. By approving this proposal, the client agrees to pay the contractor to replace bad wood at the rate of \$20.00 per foot for first story fascia; the cost for second story fascia is \$26.00-\$31.00/LF depending on access. \$125.00/per rafter tail. \$125.00 per outlooker. \$7.00 per foot for starter board, and \$120.00 per sheet of 1/2" plywood and \$300.00 for 3/4" CDX plywood. Fascia, starter board and rafter tails will be primed and ready for paint. Contractor is not responsible for any wood painting.

4. GENERAL RATES

Shop rate for other client approved repairs is \$95.00 per man, per man-hour. Contractor will add 15% oversight to any additional work required from subcontractors. All proposals are good for 30 days from the day of creation, excluding sheeting, framing, wood replacement or metal bids, which are good for 48 hours.

5. TERMITES, PESTS AND HAZARDOUS SUBSTANCES

Owner understands that the Contractor is not qualified or licensed as an inspector or abatement contractor for hazardous materials or pests and termites. Should any such hazardous substances or pest be suspected or present on the premises, it is the owners' responsibility to arrange and pay for inspection and abatement. Contractor cannot certify or warrant your building as being free of hazardous substances or pests.

6. CLEAN UP AND HOUSEKEEPING

Contractor will leave premises with a broom swept finish at the end of each working day. During construction hours please expect to have dirt, debris, construction material and trash on and around the property. Please note that debris consisting of dust, dirt, asphalt, or small bits of materials may settle into attic space or through open beam ceiling. These circumstances are unavoidable. Reasonable construction methods will be done to limit dust and debris falling but ultimately the owner/client is responsible for covering attic space, living space, planters, porches, balconies and surrounding areas. The contractor is not responsible for dirt and debris falling into these areas.

7. OPEN BEAM CEILING

Open beam ceilings are extremely susceptible to dirt and debris falling into the property. Please use plastic or drop clothes to cover interior dwellings. We recommend that you schedule a house cleaning service to detail the open beam areas of your property after our dry-in phase is complete.

8. LIFT AND RELAYS

Broken or unusable tiles will be replaced with as close of a matching tile as possible. Please note that many tile manufacturers are no longer available. Client agrees that the contractor will use their best judgment to match the existing tiles to the best of their ability. When possible, new tiles will be backfilled to an area of the roof that is less visible. No replacement tiles are included in this estimate. Replacement tiles will be an added cost and will be billed at contractor's cost. We prepare all clients for approx. 15% breakage and tile replacement. Unique condition; stains on existing tiles may rub, mark or become inconsistent with tile removal and re-installation. Client agrees that the contractor is not responsible for these marks or inconsistencies.

9. BUILDING PERMITS

Building permits are NOT included in this bid unless otherwise stated. Building permits can be acquired on behalf of the owner, at the contractor's cost, plus \$175.00 service fee for the time it takes the contractor to pull the permit. This excludes the cities of Laguna Beach, Mission Viejo & Irvine where fees are billed at time and material using the rates above.

10. DELAYS

Contractor shall not be held responsible for any damage occurred by delays resulting from work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

11. PROJECT MANAGEMENT, SITE MANAGEMENT AND PROJECT CLOSEOUT

JRT Roofing and Waterproofing Inc. will assign a project manager and site foreman to each project. Site foreman and project managers are subject to change based on company requirements. The project manager will be responsible for all daily correspondence with clients, including but not limited to; changes in scope, safety, changes in budget, progress and delays, photos, billing, scheduling, deliveries, quality control, permits, documentation and close out. The site foreman's responsibilities include, but are not limited to, daily construction activities, safety, installation, scheduling, time sheets, breaks, site management, housekeeping, quality control, photos, and production. Project close out will be completed at the project managers discretion. Punch list items are not grounds for incomplete projects.

12. CONTRACT PRICE

For projects that are NOT being billed as time and material; Contractor will not increase the contract price if the actual time of work estimated exceeds what was proposed in the estimate or contract. It is also agreed that if the job takes less time than estimated by the contractor's representative, no discount will be issued to the client.

13. CLIENT RESPONSIBILITY

It is the client's responsibility to remove all "accessories" from roofs, decks or other areas that the contractor will be working in. Accessories are items such as but not limited to; furniture, fire pits, planters, flower pots, rain gutters, downspouts, solar panels, skylights, air conditioning units, satellite dishes, weather dials, antennas, lighting, security cameras, mechanical equipment etc. If it becomes necessary for the contractor to remove existing accessories, the contractor will use reasonable care but will not be responsible for any adjustments or damages. Contractor will not be responsible for putting the items back once the project is complete. All roofing operations such as, roof demo, material loading and installation can cause dust to settle and fall on the content below. Regardless of attic space or living space, the client is responsible for covering and cleaning any and all areas prior, during and after work. Contractor is NOT responsible for attic space, garage, plaster, drywall cracks, nail pops, popcorn ceilings, stucco cracks, tire marks in driveway, satellite dishes and internet cables. General construction work may result in nail pops or cracks in your interior plaster. If skylights are required to be removed, the contractor is NOT responsible for any cracks or blemishes in drywall or plaster. Contractor is not responsible for any preexisting conditions such as, roof slope, roof sag, compromised framing, cracked stucco, chimney caps, old skylights and spark arrestors. Old skylights that need to be removed during construction may result in cracks or blemishes in acrylic or glass domes/plates. Contractor will take reasonable care for such skylights but will not be responsible for cracks or blemishes. Client is responsible for making notifications to neighbors, subcontractors and surrounding businesses of all construction operations before contractor mobilizes.

14. PAYMENT

Sec. 7159 (e) and (f) of the California Business and Professions Code. Pursuant to Sec. 7159 (f) of the California Business and Professions Code. Upon acceptance, a 10% deposit (no greater than \$1,000.00) is required to be paid in order to be added to our schedule. Upon dry-in material delivery, 75% of the total contract amount is required to be paid in full. The remaining 25% balance will be paid in full at the completion of the project. Some materials require special orders therefore may require payment. In these scenarios, the contractor will outline the payment requirements to the client in order to place the special order material. Crews will not be assigned to the project if progress payments are not made on time. Any approved change order will be billed upon completion of that work and will require immediate payment. Regardless of any oral discussions, this document and all documents incorporated by reference constitute the parties' entire agreement. These payment terms may not be modified or amended except in writing, signed by all parties. Punch list items and completion photos are not grounds to withhold payment. Client agrees to pay the balance upon completion, regardless of punch list items. Unpaid invoices will be charged interest at a rate of 5% per month after 30 days. Warranties are voided if full payment is not received. If the project is insurance or bank funded it is mutually agreed that client will pay contractor at the time of completion regardless of funding status. Contractor will not wait for client to be paid by any bank or insurance company in order to receive payment.

15. RIGHT TO STOP WORK

If any payment is missed, the contractor has the right to stop work and keep the job idle until all past due progress payments are received.

16. MECHANICS LIEN

Please note that California law states that all construction projects are subject to a mechanics lien under (Section 1181). Any contractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. You must receive a pre-lien notification by registered mail within 20 days of having received the above mentioned subcontracted services or supplies in order for any claims to be valid. Lien releases will be sent to clients as payments are made to the contractor.

17. PONDING WATER

JRT ROOFING AND WATERPROOFING, INC. is NOT responsible for ANY ponding water. Regardless of any oral discussion, under no circumstances is the contractor responsible for ANY ponding water on a deck or low sloped roof. Please note that typical ponding is an "unreasonable" amount of standing water that is still present 24 hours after the last rainfall.

18. WARRANTY

Warranty certifications will be validated upon complete payment of the original contract amount and any issued change order. Without complete payment warranty of any work will be voided. Contractor stands behind their work but please note that not all work performed is warranted. Please read your estimate for more details and ask your project manager if you have any questions. Complete roof systems will receive a leak-free craftsmanship warranty, unless otherwise stated. General warranty lengths are as followed: pitched roofs, 7-year leak free warranty. Low sloped/flat roofs- 5-year leak-free warranty. Exposed Deck Systems- 5-year renewable warranty. There is no warranty available for any deck system that has tile placed over it. If you choose to install tile over a JRT installed deck coating, you are taking full responsibility for the system and JRT will not be responsible for any future leak. Roof and deck repairs, preventative maintenance and tune-up work does NOT come with any kind of warranty. Water testing is NOT part of the close out process on any roof or deck service provided. Unless otherwise stated, contractor is not responsible for conducting any water test after the work is completed. If a water test is desired, it will be mutually agreed upon and will be billed at time and material. Contractor is not responsible for leakage due to an act of God, undisclosed information, owner/builder abuse or circumstances beyond our control. We are not responsible for leaking skylights, solar panels, television antennas, stucco cracks, trim wood, faulty chimneys, flashing, sub-standard roof pitches, animal holes, parapet caps, rain gutters, windows, expansion joints, mechanical equipment, HVAC ducting, wind damage or other faulty outside trade workmanship. In the event of a leak, regardless of cause, the Contractor is NOT responsible for any interior damage or internal dwellings, regardless of circumstances, including but not limited to, water stains, mold, flooring, furniture, etc. If the contractor is called back for a warranty issue, and it is found that it is not due to the contractor's work, the client may be subject to charges. If a warranty leak is suspected contractor must be notified within 7 days.

19. EMERGENCY SERVICE REPAIRS AND TEMPORARY PLASTIC

No emergency service, temporary covering, plastic, tarp, or service repair work is covered under any kind of warranty. No warranty is included. Contractor will make reasonable and safe means to secure temporary covering but is not responsible for any tarp, plastic, cap sheet, felt or other covering from blowing off. Contractor is not responsible for any interior or exterior damage due to water intrusion once temporary covering is installed. Any covering that is installed is temporary and should not be kept in place for longer than 7 days.

20. INSPECTIONS, LEAK DETECTION AND WATER TESTING

Inspections are a non-destructive, visual assessment of a property or specific area. At the time of inspection, the contractor will give a specific or general review of the current condition of the area. Water testing is a non-destructive assessment using water to try and source or identify a suspected leak. Visual inspections and water testing are non-warrantable services and are typically billed at time and material or for a flat fee. Please note that upon completion of your work the area will not be water tested unless it is mutually agreed upon in writing and outlined in the above scope of work.

21. NEW CONSTRUCTION PROJECTS

Please note that if the project was bid off plans, it is the clients responsibility to ensure that the contractor has the latest "Issue for Construction" drawings (IFC). If the IFC drawings are different from the "Issue for Bid" (IFB) then contractors' bids will need to be reviewed and updated. All bids generated from plans are based on the architect's set scale. JRT Roofing and waterproofing is not responsible for discrepancies in bid price due to inaccurate scale on drawings. JRT Roofing and Waterproofing Inc. will work with prime contractors and subcontractors to perform contracted work. The order of operations for roofing and waterproofing work is as follows: Dry in; Area is 90% dried in with underlayment and/or flashing. Please note that typical underlayments are UV rated for 90 days. Underlayment exposure to UV longer than 90 days will be subject to a void in warranty. Contractor is not responsible for any damage caused by other trades. Contractor is not responsible for any delay due to other subcontractors, neighboring trades or material delays. Any delay or cost incurred by prime contractor or subcontractors will be passed on to the client. If the project requires submittals, samples, close out packages, and operating manuals it is the client or clients representatives responsibility to notify JRT Roofing and Waterproofing before site mobilization.

22. LIMITATIONS

No action arising from or related to this contract, or the performance of this contract, shall be started by either party against the other more than two years from either the date of completion or the date of cessation of work under this contract. This limitation applies to all actions of any character. Negligent misrepresentation or unintentional concealment shall not extend this limitation. This limitation does not affect material and labor warranty.

23. ARBITRATIONS AND DISPUTES

Arbitration of Disputes. Any controversy or claim arising out of or relating to this contract, of the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the Code of Civil Procedure. The arbitrator shall award reasonable attorney fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do(does) appear and participate. Notwithstanding Contractor's right to arbitrate, the Contractor does not waive any of its lien rights.

24. INSURANCE

Contractor shall carry at its own expense all workers compensation insurance as required by statute to protect contractor's employees and property insurance to protect Contractor's equipment and vehicles. Contractor shall also carry at its own expense general liability insurance to protect Contractor and Client from injury to persons or property arising from the acts of Contractor or its subcontractors during the progress of the work on an occurrence basis, with limits of at least \$1.00 million per occurrence and aggregate, including products and completed operations, and naming Client as an additional insured. Naming a client as additional insured on Contractor's policy is intended to apply only to the extent that a negligent act or omission by Contractor causes a claim to be asserted on a loss sustained by Client. The additional insured endorsement is not intended and shall not be construed to cause contractors insured to be liable either to defend or to indemnify Client for claims against or losses sustained by Contractor that are not due to the fault of Contractor.

25. ROOFING SPECIFIC EXCLUSIONS AND DISCLAIMERS

- * Sealed Attics: Contractor disclaims liability for any issue, claim, or damage including, without limitation, attorney fees, costs, and expenses arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and Client agrees to indemnify, defend and hold harmless Contractor for any and all damages arising out of said condition(s).
- * Contractor's commencement of roof installation indicates only that Contractor has visually inspected the surface of the roof deck for visible defects. Contractor is not responsible for the structural sufficiency, quality of construction, undulations, fastening or moisture content of the roof deck or other trades' work or design and their effect on the roof and roofing materials.
- * Contractor is not liable for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to deck or structural conditions.
- * Contractor's entitlement to payment is not dependent upon wind uplift testing.
- * All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.
- * Client and the property manager (to the extent applicable) represent that they are not presently aware of any hazard or condition in, at or on the building which would endanger the life and safety of Contractor's personnel, that the structure and roof deck of the building is sufficient to support Contractor's personnel and equipment on the roof performing roof removal and replacement operations and they are not presently aware of any areas of deteriorated, rusted or unattached roof decking that present a safety hazard to Contractor's personnel or individuals and property within the building. If Client or property manager deems it necessary, Client or property manager will retain a structural engineer to evaluate the safety of the structure prior to commencement of re-roofing -containing or otherwise toxic materials. In the event Contractor does come into contact with these materials or testing is required, the contract price and duration shall be adjusted to account for same.
- * Client shall hold harmless, defend and indemnify Contractor from claims from third parties relating to fumes and odors that are emitted during the normal roofing process in order to perform this Agreement for Client, and Contractor disclaims all liability for same.
- * Contractor is not liable for fireproofing that may detach, fall or spall from the underside of the roof deck or structural members during roofing operations, including costs of clean-up and replacement of fireproofing.
- * Client shall disclose the existence of any plumbing or utility lines attached to or underneath the roof deck. Failure to disclose the existence of any plumbing or utility lines shall result in the waiver of any claims associated with the same.

ALL THE OTHER STUFF

Alternative Dispute Resolution

a. Negotiation

In the event of a dispute between the parties arising under or relating to the Contract or Work, either party (such party being referred to herein as the "Claimant") shall submit a statement in writing setting forth in detail a description of the dispute and, if applicable, the claimed entitlement of relief and/or requested damages (Claim) to the other party. The Claim shall, in the first instance, be referred to a representative of each of the parties for resolutions. The representatives shall meet in person together with their legal counsel and make a good faith effort to resolve the Claim. Unless otherwise extended by mutual written agreement, the negotiations shall be completed within thirty (30) days from the date the Claimant submits its Claim. The parties may stipulate to the use of a mediator, chosen by any mutually-agreeable method, to participate in the negotiation. The fee for any such mediator shall be shared equally between the parties.

b. Judicial Reference

- **Order of Reference.** In the event of a dispute between the parties arising under or relating to the Contract or Work is not resolved pursuant as stated above, it will be resolved by a general judicial reference conducted by a retired judge appointed pursuant to the provisions of the subsection and California Code of Civil Procedure section 638, et seq. ("Referee"), and the parties intend that this general reference be specifically enforceable in accordance with the terms thereof. The Referee shall be the only trier of fact of law in the reference proceeding and shall have no authority to further refer issues of fact of law to any other party, without the mutual consent of all parties to the judicial reference proceeding.
- **Initiation of Formal Legal Proceedings.** A formal legal proceeding will be initiated by filing a complaint in the trial court of appropriate jurisdiction of the State of California for the County of Orange. The complaint will reference this agreement and contain a request for order of reference under California Code of Civil Procedure section 638. Not later than twenty (20) days after selection of the Referee, the party asserting the dispute will file with the court a stipulation for order of reference and proposed order appointing the selected judge as Referee. Any party who unreasonably refuses to execute the stipulation for order of reference shall pay the attorney's fees and costs incurred by a party in obtaining the order. The prior sentence is not intended to apply to the entire Contract pursuant to California Civil Code 1717, subd. (a). Contractor and Client each represent that it has been represented by legal counsel in the negotiation and execution of the Contract.
- **Attorney's Fees.** In the event the Contractor files a Claim for collection of amounts under the terms of the Contract, Contractor shall be entitled to its reasonable attorney's fees, costs and expenses. The prior sentence is not intended to apply to the entire Contract pursuant to California Civil Code 1717, subd. (a). Contractor and Client each represent that it has been represented by legal counsel in the negotiation and execution of the contract. Except as otherwise stated herein, each party shall bear its own attorney's fees incurred in any action or judicial reference involving any dispute arising from or relating to the contract or the work.

- **Selection of Referee.** The referee shall be a retired judge with experience in relevant construction matters. The referee shall not have any relationship to the parties to the dispute or interest in the project at issue. The parties to the dispute participating in the judicial reference proceeding shall meet to select the Referee within ten (10) days after service of the initial complaint on all defendants named therein. In the event the parties are unable to agree upon the selection of a retired judge to serve as Referee, the Referee shall be selected by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), Orange County, California or any other Orange County alternative dispute resolution provider ("ADR Provider"). The ADR Provider will provide a list of three (3) available judges, and each party may strike on (1) by providing written notice to the other party within five (5) business days after receiving the list from the ADR Provider. The remaining retired judge will serve as the referee. If either Contractor or Client do not strike an available judge within such a five-day period or both Contractor and Client strike the same judge, the ADR Provider shall select the judge from the remaining list of available judges that have not been stricken in accordance with the foregoing process.
- **Place.** The sole and exclusive venue for the proceedings shall be in Orange County, California.
- **Powers of Referee.** Unless otherwise provided by the contract, and except as limited by the California Code of Civil Procedure, the Referee will have the authority and powers of a judge of the court in which the complaint is filed, including the authority to hear and determine all motions and applications, and make and enter binding orders.
- **Expenses.** The parties to the judicial reference proceeding shall equally share the referee's fees and costs. The Referee may award to the prevailing party its reference expenses and an element of a cost award. If a party asserting affirmative claims in a judicial reference proceeding fails to timely pay its share of the reference fees or costs, the Referee shall dismiss that party's claims with prejudice for failure to prosecute. If a party who is a defendant in the reference proceeding fails to timely pay its share of the reference fees or costs, the Referee shall strike that party's answer and enter a default judgment against the party.
- **Consolidation.** The parties intend that all claims arising out of a single dispute or occurrence be resolved in a single proceeding. Pursuant to this intent, the Referee, upon written request of any party, will join all related claims and shall have the right to join such third parties and consolidate such proceedings as such party deems necessary in order to fully resolve the subject matter of the dispute among all interested persons. Notwithstanding anything contained herein to the contrary, if a third person or entity not a part to the Contract brings an action in which Contractor and Client become a party, by cross claim or otherwise, and said party or entity is not bound (or does not consent to be bound) by the provisions of this Contract regarding judicial reference, the provisions referencing e applicable to such dispute.
- **Governing Law.** Except as otherwise specifically provided herein, California substantive law, the California Evidence Code, the California Code of Civil Procedures, and California Rules of Court shall apply to and govern the rights of the parties. The conduct of any and all proceedings before the Referee, other than the initial conference, may be recorded by a stenographer at the cost of the party desiring it.
- **Initial Conference.** No later than thirty (30) days after selection of the referee, an initial conference will be held. The conference will be held at a time and place set by the Referee. Counsel for all parties shall attend the initial conference. The purpose of the initial conference is to set the trial date, discovery cut-off date, motion cut-off date, and pre-trial conference date, and to discuss anticipated discovery problems and disputes and additional procedures for the litigation. No later than ten (10) days after the date of the initial conference, the Referee will enter and serve an order setting forth the trial date, discovery cut-off date, motion cut-off date, and pre-trial conference date.
- **Motions.** The Referee shall have the power to hear and dispose of motions, including: motions relating to provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings, pos-trial motions, and summary adjudication motions, in the same manner as a trial court judge, except the Referee shall also have the power to adjudicate summarily issues of fact or law including the availability of remedies, whether the issue adjudicated could dispose of an entire cause of action or defense. Notwithstanding the foregoing, if, prior to the selection of the Referee as provided herein, the parties to the dispute seek any provisional remedies, such relief may be sought in the Orange County Superior Court.

- **Discovery and Discovery Disputes.** Discovery rights and discovery procedures, other than procedures for resolving discovery disputes, will be the same as provided by the California Code of Civil Procedure. The Referee will establish a procedure for resolving discovery disputes in accordance with the California Code of Civil Procedure requirements, unless otherwise ordered. In disputes involving less than \$50,000.00, the parties may stipulate, or the Referee may order upon motion of one of the parties, that discovery be limited and/or that such other reasonable procedures be used, so the expense of the proceedings is commensurate with the amount at issue.
- **Settlement.** No later than thirty (30) days before the date of trial, a settlement conference shall be held. The settlement conference will be held at a place mutually agreed to by the parties or at the ADR Provider's Orange County, California office. Every party, or a representative with authority to enter a binding settlement on behalf of the party, will appear at the settlement conference. A settlement conference judge, other than the referee, will preside over the settlement conference. The parties may agree on a retired judge from the ADR Provider's panel to serve as the settlement conference judge. IF they are unable to agree, the ADR Provider will provide a list of three (3) available retired judges and each party may strike one (1). The remaining retired judge will serve as the settlement conference judge.
- **Trial.** Unless otherwise agreed to in writing by the parties, the trial will be held at a place to be determined by the Referee or at the ADR Provider's Orange County, California office. All issues will be tried to the referee. The referee will issue a statement of decision not later than twenty(20) days after the testimony is closed. The referee's statement of decision shall contain findings of fact and conclusions of law to the extent required by law if the case were tried by a judge. The decision of the referee shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the court had tried the dispute.
- **Costs.** Any memorandum of costs shall be submitted to the Referee, and the referee shall determine the amount of costs to be awarded to any prevailing party.
- **Appeal.** The decision of the referee shall be subject to appeal in the same manner as if the court had tried the dispute.
- **Survival, Successors and Assigns.** The rights and obligations of the parties pursuant to this Alternative Dispute Resolution provision shall survive completion of the Work under the Contract, final payment and acceptance of the Work, and termination of the Contract. This Alternative Dispute Resolution provision and the rights, duties, and obligations of Contractor and Client shall be binding upon and shall inure to the benefit of their successors and assigns.
- **Waiver of Jury Trial.** To the full extent permitted by law, Contractor and Client hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with, the Contract, or any course of conduct, course of dealing, statements (whether oral or written) or actions of Contractor and Client. The parties acknowledge and agree that they have received full and sufficient consideration for the provision and that this provision is a material inducement for each entering into the contract. The parties signify their consent to waiving their right to jury trial by initialing the following Paragraph:

NOTICE

BY SIGNING BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE RESOLVED ACCORDING TO THE PROVISIONS OF THIS ALTERNATIVE DISPUTE RESOLUTION PROVISION AND WAIVE THE RIGHT TO PURSUE ANY DISPUTE IN ANY MANNER OTHER THAN AS PROVIDED IN THIS AGREEMENT. CONTRACTOR AND CLIENT ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL DISPUTES AS PROVIDED IN THIS AGREEMENT, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH DISPUTES TRIED BEFORE A JURY. IF YOU REFUSE TO SUBMIT TO JUDICIAL REFERENCE IN VIOLATION OF THE TERMS OF THIS AGREEMENT, YOU MAY BE COMPELLED TO DECIDE THE MATTER BEFORE A JUDICIAL REFEREE. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO COMPLY WITH THIS ALTERNATIVE DISPUTE RESOLUTION PROVISION WITH RESPECT TO THE DISPUTES REFERENCED HEREIN.

JRT ROOFING AND WATERPROOFING INC. MISSION STATEMENT

JRT Roofing and Waterproofing, Inc.'s mission is to provide the highest-quality workmanship along with streamlined construction communication and processes. We aim to prioritize people by building relationships. Our success is measured through the integrity of our staff, accountability to our subcontractors and partners, and our commitment to a faith-based work ethic.

By seeking to maximize our team's potential, we are constantly learning, innovating, and pursuing excellence within an ever-changing industry. We do this by staying loyal to our core values and working hard every day we show up.

JRT ROOFING AND WATERPROOFING CORE VALUES

- Provide Quality Craftsmanship
- Zero Excuses
- Take Ownership
- Give 110%
- Do what we say we're going to do
- Be Accountable
- Be Teachable
- Commitment to safety
- Unwavering integrity
- Put people over profit.

[Watch our company video](#)

[CALIFORNIA STATE LICENSE BOARD - LICENSE](#)

I confirm that my action here represents my electronic signature and is binding.

Signature

Date

Print Name

Attachment 4

Product Information



Product Name:	Barcelona - Goldenrod
SKU Number:	1BCCS6116
Product Type:	Standard
Profile:	Barcelona
Color Description:	Orange
Available Regions:	Rocky Mountain, Southern California, Heartland
Architectural Styles:	Ranch, European, Farmhouse, Coastal, Eclectic
Materials:	Concrete
Style:	High Barrel
Weight:	Standard
Benefits & Features:	Cool Roof System Compatible, Class A Fire Rated, Hurricane Wind Performance Rated
Brand:	Newpoint™ Concrete Roof Tile

Product Specifications

Size:	17" x 12-3/8"
Coverage:	89
Approx. Installed Weight:	900 lbs
Tiles per Pallet:	267
Squares per Pallet:	3
Approx. Weight per Pallet:	2896 lbs

Cool Roof Tested Information

Reflectivity:	0.32
Aged Ref. (3 yr):	0.33
Emissivity:	0.9
Aged Em. (3 yr):	0.9
SRI:	35
Aged SRI (3 yr):	35
CRRC ID#:	0043
Seller ID#:	0942

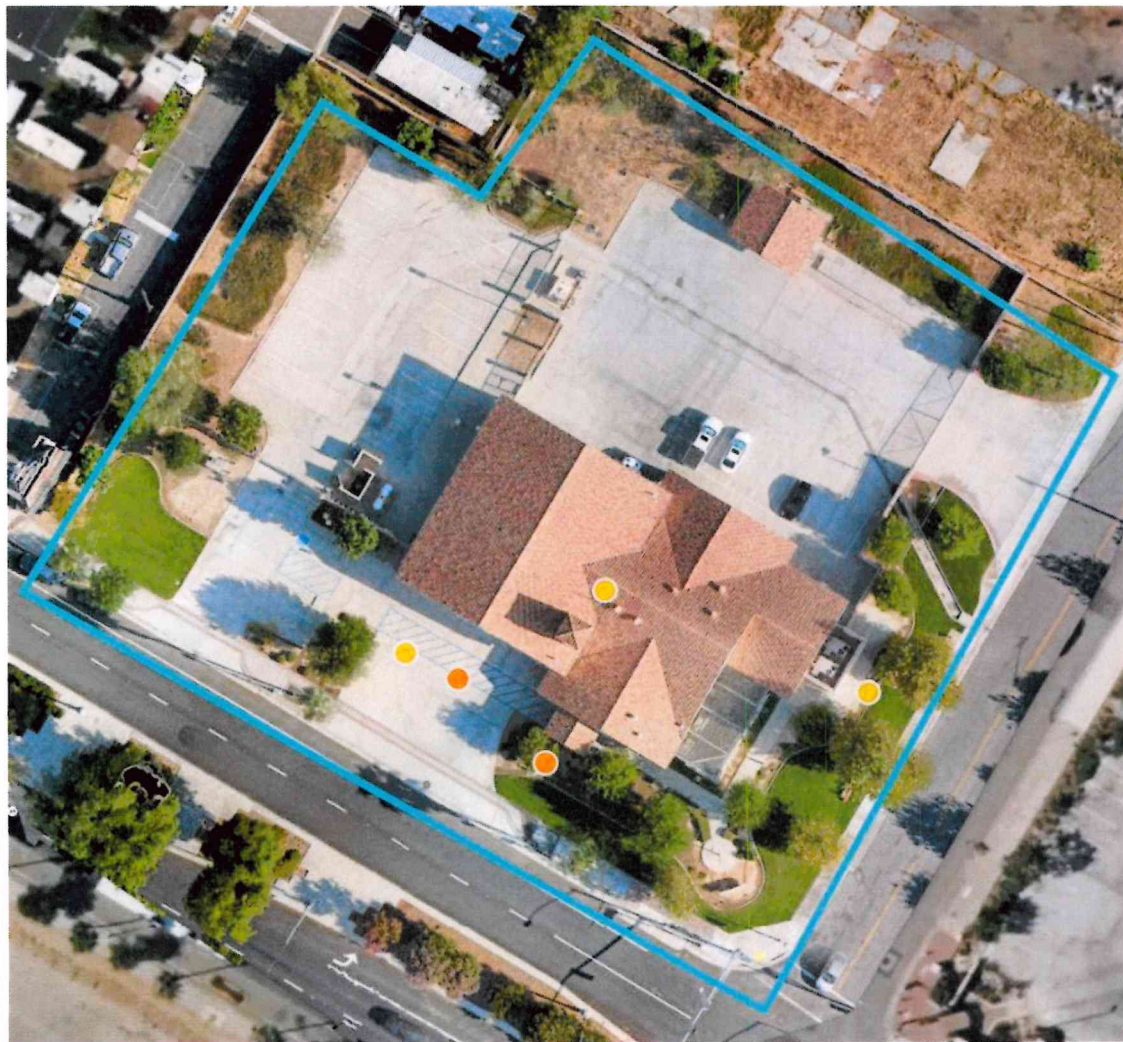
		
	Solar Reflectance	Initial 0.32
	Thermal Emittance	Weathered 0.33
		0.9
Rated Product ID Number		0043
Licensed Seller ID Number		0942
Cool Roof Rating Council ratings are determined for a fixed set of conditions, and may not be appropriate for determining seasonal energy performance. The actual effect of solar reflectance and thermal emittance on building performance may vary. Manufacturer of product stipulates that these ratings were determined in accordance with the applicable Cool Roof Rating Council procedures.		

Attachment 5

FIRE STATION 38 - ROOF CONDITION PHOTOGRAPHS

Overview photographs from the September 27, 2024 roof assessment

Colored markers identify assessment observation locations



Aerial overview: Station 38 roof configuration and surrounding site. Colored markers identify assessment observation locations.



Roof overview: Roof areas surrounding the tower.



Roof overview: Multiple roof slopes and ridgelines.

FIRE STATION 38 - ROOF CONDITION PHOTOGRAPHS

Recent photographs provided by RCSD

Some broken tiles have been replaced; however, leaks continue to be observed



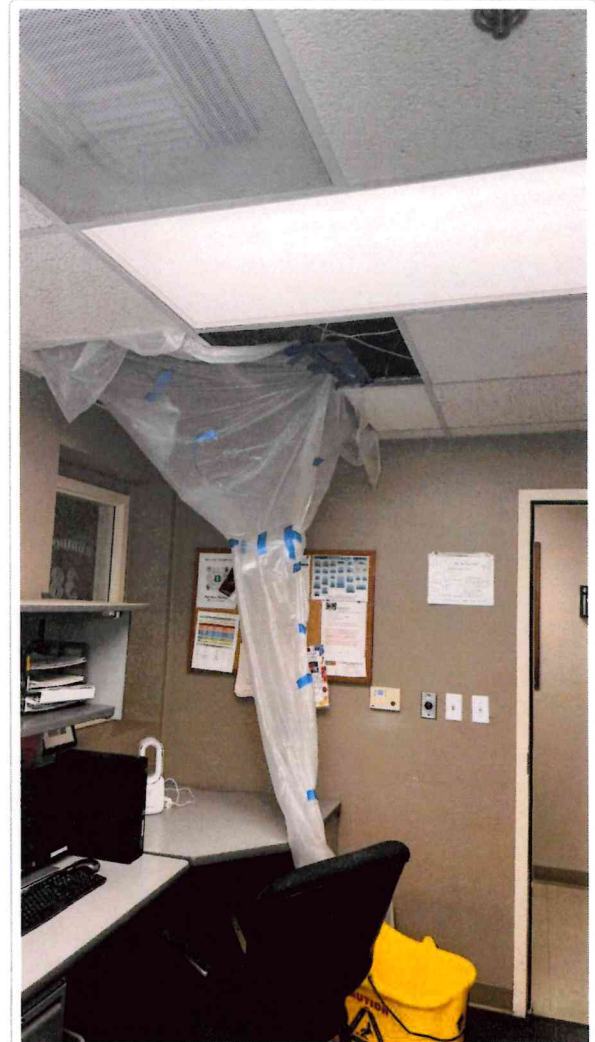
Tile damage: Displaced and fractured tiles with visible prior repairs.



Tile damage: Broken tiles and localized exposed roof areas.



Close-up: Cracked and broken mission-style roof tiles.



Interior leak response: Temporary water diversion and collection inside Station 38.

Attachment 6

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in the past several years, California has experienced increasingly severe and destructive storms, including atmospheric river events that have caused widespread flooding, mud and debris flows, landslides, high winds, power outages, road and highway closures, evacuation orders, damage to homes and critical infrastructure, and disruption of essential services; and

WHEREAS climate change is intensifying these weather and hydrologic extremes in California, contributing to increasingly severe swings between drought and flooding, and heightening the risks that extreme storms pose to communities, infrastructure, natural resources, and the economy; and

WHEREAS California is entering the 2026–2027 wet season amid the ongoing development of a strong and likely historic El Niño event in the Pacific Ocean; and

WHEREAS the National Oceanic and Atmospheric Administration's National Weather Service Climate Prediction Center, in its August 13, 2026, diagnostic report, found that the El Niño event is strengthening, with a greater than 90 percent chance of a very strong event during Northern Hemisphere fall and winter of 2026–2027; and

WHEREAS the Climate Prediction Center projected a 69 percent chance that the event will reach historic strength during the October through December 2026 season, defined as a three-month Relative Oceanic Niño Index, and exceeding the strength of all prior El Niño events in the historical record beginning in 1950; and

WHEREAS the National Weather Service Climate Prediction Center has found that atmospheric conditions over the tropical Pacific are consistent with a strengthening El Niño, including changes in equatorial winds and an eastward shift in enhanced convection and rainfall toward the central and eastern Pacific, making it more likely that at least some parts of California will experience stronger storms in coming months; and

WHEREAS elevated baseline coastal water levels, combined with high tides, large waves, high surf, and coastal storms, can increase risks of coastal flooding, beach erosion, bluff erosion, transportation disruption, and damage to public and private infrastructure; and

WHEREAS California has already begun to experience effects attributed to this El Niño event, including unusual precipitation and significant coastal flooding; and

WHEREAS historical experience demonstrates that very strong El Niño events do not produce uniform statewide outcomes, but can be associated with exceptionally wet and destructive winter conditions in California; and

WHEREAS California's recent experience with atmospheric rivers, debris flows following wildfires, flash flooding, coastal erosion, inundation, and damage to transportation and flood-control infrastructure demonstrates the importance of procuring and positioning resources, clearing waterways, and taking additional actions to prepare before severe storms arrive; and

WHEREAS areas affected by recent wildfires are particularly susceptible to flash flooding, mud and debris flows, erosion, sediment transport, and road closures during high-intensity rainfall; and

WHEREAS in light of that experience, local governments, local water agencies, and local flood control authorities have requested action now to enable them to move quickly to begin preparations for preventing and responding to the impacts of potential flooding; and

WHEREAS low-income communities, farmworker families, rural residents, seniors, persons with disabilities, residents with limited transportation access, people experiencing homelessness, and communities in flood-prone, coastal, or post-fire areas may face disproportionate risks; and

WHEREAS the demonstrated potential for a very strong or historic-strength El Niño event to cause elevated coastal water levels and high-impact storms in California warrants early, coordinated, and targeted preparedness actions to protect Californians, critical infrastructure, agricultural lands, natural resources, and the State's economy; and

WHEREAS under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to the developing El Niño event; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the developing El Niño event is likely to cause conditions that, by reason of their magnitude, are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the extreme peril posed by the developing El Niño event; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the developing El Niño event.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist statewide due to the developing 2026–2027 El Niño event.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government are to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Governor's Office of Emergency Services and the State Emergency Plan. The Governor's Office of Emergency Services shall coordinate statewide preparedness activities for potential severe weather, flooding, coastal flooding, erosion, mud and debris flows, and related impacts associated with conditions resulting from the El Niño event, including atmospheric rivers and other severe storm systems. The Governor's Office of Emergency Services shall work with local and tribal governments to support emergency planning, resource coordination, and requests for state assistance. To protect their safety, all residents are to obey the direction of emergency officials with regard to this emergency.

2. As necessary to assist local governments and for the protection of public safety and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of this emergency. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of this emergency.
3. The California Environmental Protection Agency and the California Natural Resources Agency, including boards, departments, and offices within those agencies, are directed to prioritize work to help local agencies prepare for anticipated impacts from the El Niño event. In particular, those state agencies are directed to prioritize permitting, consultation, and technical assistance to support local efforts to prevent or mitigate impacts from anticipated or potential flooding, landslides, and mud and debris flows, including local efforts to expedite levee and other flood management infrastructure repairs, vegetation management, debris removal, sediment management, bridge scour protection, and channel-capacity improvements. State agencies are directed to work with local agencies to issue any necessary permits or other approvals for such efforts as quickly as possible, including by identifying and invoking existing emergency authorities or other pathways for streamlined review. On or before October 16, 2026, the Secretary for Environmental Protection and the Secretary of the Natural Resources Agency shall submit a joint recommendation to my office as to whether further action or emergency suspensions are necessary to support and expedite this work.
4. The Governor's Office of Emergency Services shall coordinate the State's preparation for and response to the developing El Niño event, including by working with the Department of Water Resources and other appropriate government agencies to prepare to pre-position personnel, equipment, supplies, commodities, and other resources based on forecast conditions, local needs, and identified risks. In particular, this work shall draw on the Department of Water Resources' guidance regarding flood-risk-reduction activities.
5. The Department of Water Resources shall take appropriate action to procure, maintain, stage, pre-position, distribute, and replenish flood-fight supplies, equipment (including, but not limited to, sandbags, riprap and other rock materials, plastic sheeting, and pumps), and other materials necessary to support statewide flood preparedness, response, and protective actions in connection with the El Niño event. The Department of Water Resources shall coordinate with appropriate government agencies to identify priority areas for flood-fight material staging and plans to make these materials available where they are needed, when they are needed.
6. The Department of Water Resources, through its Division of Safety of Dams, shall conduct outreach to owners of jurisdictional dams regarding potential severe conditions during the El Niño event and shall reiterate to dam owners their responsibilities to inspect, operate, maintain, repair, and safely manage their dams and appurtenant structures in accordance

with applicable law, permit conditions, emergency action plans, and directives of the Division of Safety of Dams.

7. The Governor's Office of Emergency Services, in coordination with the Department of Water Resources, shall conduct outreach to counties, cities, and relevant local agencies that are responsible for levees, flood-control facilities, and associated structures that may be vulnerable to impacts of the El Niño event to take appropriate actions to procure, maintain, stage, pre-position, distribute, and replenish flood-fight supplies, commodities, equipment, and materials necessary to support flood preparedness, response, and protective actions.
8. The Department of Water Resources, in coordination with the State Water Resources Control Board, shall conduct outreach and education to advance groundwater recharge projects and to use flood flows to recharge groundwater aquifers under existing law with the goal of reducing flood impacts and strengthening local water supplies.
9. Consistent with Paragraph 3 of this Proclamation, the Coastal Commission is directed to expedite review and action on proposed development by coastal communities to prepare for the impacts of this El Niño event. Coastal communities are encouraged to submit permit applications, as appropriate, to facilitate timely Coastal Commission review, technical assistance, and other support for El Niño preparations. After an application is received, the Commission shall respond with notification of any incomplete items within five days. After an application is complete, it shall be scheduled for hearing at the next Commission meeting. For emergency permit requests, the Commission shall accept both written and oral requests to its district offices. When necessary to address an urgent need related to this emergency, the Commission shall take action on emergency permit requests as quickly as possible and within twenty-four hours of receipt.
10. The California Department of Transportation and California State Transportation Agency shall identify those state highways, bridges, culverts, drainage facilities, slopes, and other transportation infrastructure most at risk of flooding, erosion, debris flows, rockslides, mudslides, or other significant impacts from severe storms caused by the El Niño event, and transmit to the Governor's Office of Emergency Services a prioritized list of projects to address such risks within 30 days of this Proclamation.
11. The California Department of Transportation shall develop plans to pre-position personnel and materials (including directional signage, traffic-control devices, road-closure devices, warning signs, delineators, emergency communications equipment, and other resources) at or near locations that may be identified as at risk of severe impacts from the El Niño event. This shall include plans to prepare and pre-position snow-removal, snow-control, and ice-control equipment as appropriate, including snowplows, snow blowers, graders, loaders, chain-control equipment, salt, sand, and other materials necessary to maintain safe travel and restore access on state highways during the El Niño event.
12. The Adjutant General and the California Military Department shall, in coordination with the Director of the Governor's Office of Emergency

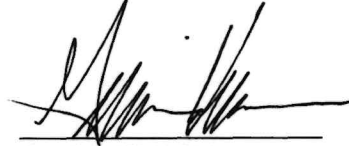
Services, identify California National Guard personnel, equipment, and capabilities that may be available to support state and local emergency operations, if activated or tasked, in relation to this El Niño event. Such planning shall include readiness for high-water vehicle operations; aviation operations, including reconnaissance, search and rescue, transport, and heavy-lift support, as appropriate; engineering support; emergency communications; transportation and logistics; evacuation support; flood-fight activities; debris removal and route clearance; commodity distribution; shelter support; and other life-safety and emergency-support missions.

13. California Volunteers, in coordination with the Governor's Office of Emergency Services and other appropriate agencies, shall prepare to mobilize volunteers and trained service members, consistent with their training, mission, safety requirements, and applicable law, to support state and local preparedness, response, and recovery activities in connection with the El Niño event.
14. The California Conservation Corps shall prepare to deploy Corpsmembers, consistent with its statutory mission, training, available resources, safety requirements, and applicable law, to support severe weather preparedness and response activities in connection with the El Niño event.
15. The California Energy Commission, the Office of Energy Infrastructure Safety, and the State Water Resources Control Board and regional water quality control boards are directed, and the California Public Utilities Commission is requested, to coordinate, consistent with their respective authorities, with electrical, natural-gas, water, wastewater, telecommunications, transportation, and other critical-service providers to enhance readiness and support timely restoration of essential services following storm impacts.
16. The Governor's Office of Emergency Services, in consultation with relevant state agencies, shall expand accessible, multilingual public preparedness communications related to severe weather, flooding, emergency alerts, evacuation readiness, power outages, safe travel, disaster assistance, and household emergency planning.
17. Agencies under my direct authority shall cooperate in their response to this emergency. Other agencies are requested to assist in responding to this emergency, as appropriate.
18. The restrictions set forth in Penal Code section 396, which are automatically triggered upon proclamation of a state of emergency, are suspended, and no such restrictions are imposed, with respect to this El Niño event, at this time.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 21st day
of September 2026.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH. D
Secretary of State

Attachment 7

Rubidoux Community Services District
Fire / Weed Abatement Fund Budget

		Actual	Annual	Projected	Favorable	Audited	Adopted
	Account	YTD March	Budget	Year End	(Unfavorable)	2024/2025	Budget
		2026	2025/2026 ^[1]	2025/2026	Variance		2026/2027
Operating Income							
1 Weed Abatement Assessment	4090.020.0.01	\$ -	\$ 4,000	\$ -	\$ (4,000)	\$ 15,315	\$ 4,000
2 Property Taxes-Secured	4110.000.0.01	2,260,709	6,126,700	2,512,128	(3,614,572)	5,953,895	2,549,800
3 Property Taxes-Unsecured	4120.000.0.01	129,822	135,900	136,313	413	125,192	138,400
4 Property Taxes-RPTTF	4130.000.0.01	1,569,062	-	3,689,850	3,689,850	-	3,745,200
5 Property Taxes-SBE & HOX	4140.000.0.01	833,786	121,400	102,144	(19,256)	72,840	103,700
6 Property Taxes-Other	4210.000.0.01	42,291	90,300	93,881	3,581	95,782	95,300
Total Operating Income		4,835,670	6,478,300	6,534,316	56,016	6,263,023	6,636,400
Other Income							
7 Developer EDU Fees: Income	8010.020.0.01	51,153	-	56,153	56,153	58,892	146,700
Total Other Income		51,153	-	56,153	56,153	58,892	146,700
TOTAL FIRE/WEED ABATEMENT REVENUE		\$4,886,823	\$6,478,300	\$6,590,468	\$112,168	\$6,321,915	\$6,783,100
Operating Expense							
8 Utilities Fire Dept	5660.020.0.01	\$ 23,850	\$ 31,200	\$ 31,799	\$ (599)	\$ 31,527	\$ 35,900
9 Postage Expense: Weed	5664.020.0.01	-	500	-	500	-	500
10 Weed Abatement Contract	5820.020.0.01	-	2,200	-	2,200	1,400	2,300
11 CDF Contract	5823.020.0.01	1,531,545	3,584,000	3,966,054	(382,054)	2,571,931	3,707,849
12 Publication of Public Notices	5858.020.0.01	-	1,000	-	1,000	-	1,000
13 Miscellaneous: Fire	5860.020.0.01	95	5,400	127	5,273	-	5,600
14 R & M Fire Station	5646.020.0.01	16,516	10,600	22,021	(11,421)	536	10,900
15 Landscaping	5647.020.0.01	14,173	18,900	18,897	3	18,231	19,500
16 Riverside County Admin Charge	5855.020.0.01	9,869	16,500	13,159	3,341	19,028	13,600
17 Consulting Fees - Fire Mitigation Fee Study	5826.020.0.01	-	28,200	-	28,200	-	28,200
18 Consulting Fees - Master Plan	5828.020.0.01	-	60,000	-	60,000	-	-
Total Operating Expense		1,596,048	3,758,500	4,052,057	(293,557)	2,642,653	3,825,349
Administrative Expense							
19 General Fund Admin. Expense	5999.020.0.01	53,500	107,000	107,000	-	111,000	123,000
Total Administrative Expense		53,500	107,000	107,000	-	111,000	123,000
Asset Acquisitions							
20 Misc. Asset Acq./Replacements	7030.020.1.01	7,285	250,000	9,713	240,287	14,936	250,000
21 Heli-Hydrant Contribution	5870.000.0.01	-	-	-	-	-	50,000
Total Asset Acquisitions		7,285	250,000	9,713	240,287	14,936	300,000
Transfers							
22 Transfer to/(from) Fire Mitigation Fund	4999.999.1.01	-	(250,000)	-	(250,000)	-	(153,300)
23 Property Tax Transfer Out - Trash	5996.020.0.01	31,500	63,000	63,000	-	159,700	-
24 Property Tax Transfer Out - Water	5997.020.0.01	935,000	1,870,000	1,870,000	-	784,100	2,000,000
25 Property Tax Transfer Out - Sewer	5998.020.0.01	375,000	750,000	750,000	-	425,000	500,000
Total Transfers		1,341,500	2,433,000	2,683,000	(250,000)	1,368,800	2,346,700
TOTAL FIRE/WEED ABATEMENT EXPENSE AND TRANSFERS		\$2,998,333	\$6,548,500	\$6,851,770	(\$303,270)	\$4,137,389	\$6,595,049
Fund Excess (Deficit)							\$ 188,051

[1] Includes budget amendments adopted by Board of Directors up through May 7, 2026.