



FOUNDATION REPAIR CONTRACT

This Contract is entered into by and between the Home Owner (Herein referred to as owner) and Bay Area Underpinning, Inc. (Herein referred to as contractor) as of February 02, 2017.

Owner: Sonny Payne
1541 Colin St.
San Pablo, Ca. 94806
650-341-5633
sonny.payne@scouting.org

Contractor: Bay Area Underpinning, Inc.- Contractor's License No. 867128

Estimator: Rick DeSoto

We hereby submit specifications and estimates as follows;

1. Furnish labor and materials needed to repair approximately (2) vertical cracks at the front and right rear side of home using a RHINO a Carbon Fiber repair kit with epoxy injection. Contractor will knock off and cleaning all the loose material and any paint/stucco on and around the outside of the crack and then epoxy the crack, apply an epoxy resin with carbon fiber mesh and staples "if needed" at the location named above. **Price for the crack repair is \$1,600.00. Note cracking outside of the actual work area is not covered by the warranty. Contractor is not responsible for any stucco that may have to be removed for the repair.**
2. **RHINO CARBON FIBER, L.L.C. provides a Lifetime transferable warranty** from the date of installation against any defects in manufacturing material or workmanship of the steel resistance pier.
3. **Contractor Duties.** Contractor is properly licensed in the State of California to perform the work described in this agreement and shall remain through the completion of the project. Contractor shall complete the project in compliance with all applicable building codes and regulations.
4. **Owner Acknowledgments.** Owner acknowledges that Contractor has absolute discretion in selecting subcontractors (if any) and material suppliers and Owner shall communicate with subcontractors (if any) and material suppliers through Contractor. Owner understands that Contractor (not Owner) is solely responsible for and has control over construction methods, techniques, sequences, procedures, for the project and that in order for the Project to progress in an orderly and timely fashion, Owner may not interfere with the work.
5. **Insurance.** Contractor to maintain commercial general liability insurance and workers compensation insurance though the duration of the project.



6. Arbitration. Any dispute arising from or related to the performance of the work, or the interpretation of this Contract, shall be decided by neutral binding arbitration in accordance with the California Arbitration Act (C.C.P. ' ' 1280 et seq.), and not by court action except as provided by California law for judicial review of arbitration proceedings. The arbitrator shall be selected by mutual agreement of the parties, or if they are unable to agree on an arbitrator, a party may request the American Arbitration Association to appoint and arbitrator. Subcontractors and suppliers shall all be bound by this arbitration clause and shall participate in arbitration proceedings if they have signed a document that incorporates or refers to this Contract or this arbitration clause. Any matter that is within the jurisdiction of small claims is not required to be arbitrated. The arbitration will take place in Solano, Marin, or San Francisco Counties, California.

7. General. This Contract is governed under California law. This Contract is binding on the parties' successors and assigns. This Contract, with all Exhibits and other Construction Documents incorporated into it, is the entire agreement between the parties. No oral or written communications or negotiations that occurred before execution of this Contract are considered to be a part of this Contract. This Contract can be modified only by a written document signed by both parties. Each party agrees to execute, with acknowledgment or certification as necessary, all instruments and agreements that are reasonably necessary or convenient in fulfilling the purposes of this Contract. If all or part of any one or more of the provisions contained in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions, and this agreement shall be equitably construed as if it did not contain the invalid, illegal, or unenforceable provision. This agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. If litigation or arbitration occurs between the parties concerning this Contract, the court or arbitrator will award reasonable attorney fees and costs to the prevailing party. Each party executing this agreement on behalf of an entity or another person warrants that he or she has the authority to execute this agreement on behalf of such entity or other person.

8. Information about the Contractors' State License Board (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.



Contract Price Estimate; Contractor hereby proposes to furnish material and labor to owner complete in accordance with the above specifications for the sum of:

One Thousand Eight Hundred Dollars = 1,800.00

(Minus 10% off, no other discounts may be applied) = \$1,620.00

9. **Contract Payments.** It is against the law for a contractor to collect payment for work not yet completed or for materials not yet supplied. However, a contractor may require a down payment. Payments to be made as follows:

A \$162.00 down payment is due upon the acceptance of this proposal.

Final Payment of \$1,458.00 is due upon completion.


CUSTOMER

Customer Signature

Customer Name

Date

BAY AREA UNDERPINNING, INC.



Bay Area Underpinning Authorized Signature

Rick DeSoto
Bay Area Underpinning Authorized Name

02/01/2017
Date

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Note: This proposal may be withdrawn by us if not accepted by 03/01/2017



Notice of Three-Day Right to Cancel

You, the Buyer-Owner, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing or delivering a written notice to Bay Area Underpinning, Inc. at 5170 Fulton Dr. Suite C, Fairfield, CA 94534 by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract in the notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation.

Mechanics' Lien Warning

Notice to owner (Section 7018.5 California Contractors License Law) The law requires that before a licensed contractor can enter into a contract with you for work of improvement on your property, Contractor must give you a copy of this notice.

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity that helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after court hearing; your home, land, and property could be sold by a court officer and the proceeds of the sales used to satisfy outstanding balance. This can happen even if you have paid your contractor in full but the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide a document known as a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since homeowners are aware of their existence. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder that then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.