

## WORK ORDER AND CONTRACT

<b>RE:</b> Foundation Repairs		<b>Work Order#</b> P2\$\$\$\$\$	
<b>SUBMITTED TO:</b> Amazing Real Estate 999 Madison Avenue Berkeley, Ca 94709		<b>Date</b> 06/07/12	
<b>Email</b> jgoularte@comcast.net			
<b>Wk Ph#</b>		<b>Cell /HmPh#</b> 510-743-4259	
<b>Job Address:</b>		%& 'A Ujb'5 j Ybi Y Oakland, CA 94501	

This Work order and the Contract is between: "The person signing this contract/ Work order" (" Owner") and Gen-Tech Construction Inc. ("Contractor").

Contractor agrees to furnish the services and the materials as specified below ("Work") pursuant to terms and conditions of this Contract on the Property located as identified: " At the Job Address above" (the "Property")

### DESCRIPTION OF ("WORK")

Gen-Tech to install new 24"x24"x12" steel reinforced concrete piers. The new piers to have pb44's installed for the post bases. A total of 2 piers , 1 beam and 2 posts are to be installed at right side of cantilevered room.

### CONTRACT /WORK ORDER PRICING:

Beam / Piers	\$	1,575.00
<b>Permit /Administrative Fees</b>		Not Included
<b>TOTAL COST Contract/work order</b>	\$	1,575.00

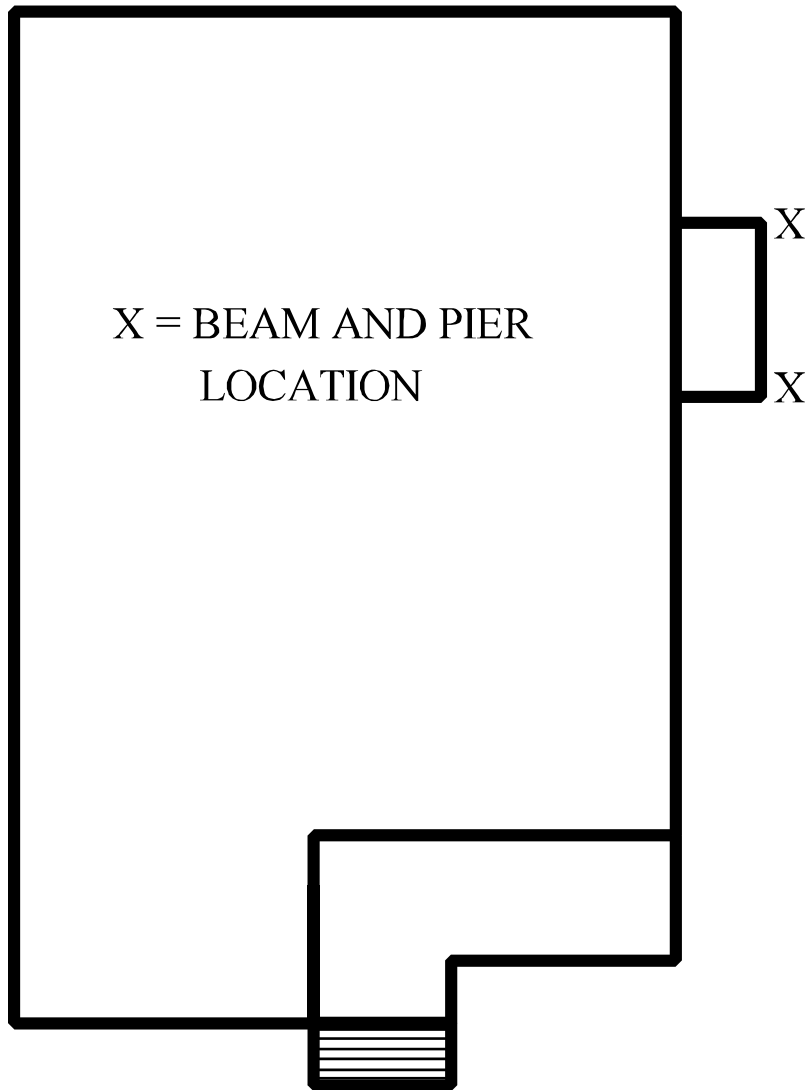
To schedule the Work and obtain start date for the Work please call Jason Goularte @ (510)-774-8997 or email Jason at [jgoularte@comcast.net](mailto:jgoularte@comcast.net)

Owner shall provide a down payment of \$500.00 @ signing of Contract See payment schedule below.

**PAYMENT SCHEDULE**

\$	1,575.00	TOTAL AMOUNT OF CONTRACT/WORK ORDER
\$	500.00	Payment @ Signing of contract (send check with signed contract to office)
		Payment @
		Payment @
		Payment @
		Payment @
\$	1,075.00	Balance @ Completion of Job/ Permit Sign off

**SCHEDULE:** The Work shall commence within twenty (20) days of  
( *The start date to be provided by our office prior to signing contract* ) and is expected to be completed within  
approximately Working Days after commencement; however the parties acknowledge that the  
schedule is preliminary and may be extended upon reasonable request of the Contractor based on new  
information as the Work proceeds. Contractor's failure to commence the Work within twenty Day (20)  
days of the commencement date as specified may be deemed a violation of the Contractor' License Law.



**TERMS AND CONDITIONS:** The Terms and Conditions accompanying this Contract are incorporated into this Contract by reference.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the Contractors State License Board, P.O. Box 2600 Sacramento, Ca 95826. You the Owner, have the right to require that your Contractor furnish you with a performance and payment bond. You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached Notice of Cancellation form.

WHEREFORE the parties enter into this contract as of this later date set forth below.

**Gen-Tech Construction Inc- Contractor**



Date

Daniel W. Marzilli

Vice-President

**OWNER / OR PERSON AUTHORIZING THE CONTRACT / WORK ORDER**

Date

Signature

Print Name

Wk Ph#

Cell Ph#

Hm Ph#

Email

Comments

## **TERMS AND CONDITIONS**

1. **Specifications and Plans.** The Work will be constructed in accordance with the plans and specifications which have been examined and approved by the Owner.
2. **Labor and Material.** Contractor shall pay all valid charges for labor and material incurred by the Contractor and used in the construction of Work, but is excused by Owner from obligation for bills received in any period during which Owner is in arrears in making progress payments to Contractor.
3. **Extra Work.** In event that the owner or any governmental body or lender directs any modification or addition to the Work covered by this Contract, the cost shall be added to the Contract price. Requests for extra work should be made in writing, but Contractor shall be entitled to be paid for extra work whether confirmed in writing or not. Expenses incurred by Contractor because of unusual or unanticipated conditions shall be paid by Owner as extra work. Any change -order forms shall be signed by the parties and shall become a part of the contract.
4. **Delay.** Contractor shall be excused for any delay in completion of Contract caused by acts of God, acts of the Owner or Owner's agents, stormy weather, labor trouble, acts of public utilities or governmental agencies, extra work, failure of Owner to make progress payments when due, or other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor.
5. **Subcontracts.** Contractor shall not subcontract any portion of the Work without written permission from the Owner.
6. **Warranties.** Contractor shall cause suppliers to issue any warranties or guarantees directly to the Owner, if possible. If any supplier's refuses to issue warranties or guarantees directly to Owner, Contractor hereby assigns such warranties and guarantees to Owner if they are assignable. Except for materials covered by supplier warranties, Contractor warrants to repair any defects in material and workmanship which appear within one year from date of completion of the Work with the exception of plumbing work and caulking, sealing or linoleum work which is guaranteed for sixty (60) days. Owner shall give notice of any defect with in ten (10) days from discovery of such defect. There are no other warranties expressed or implied in this Contract.
7. **Laws and Permits**
  - (a) Contractor will perform the Work in compliance with applicable laws.
  - (b) Contractor will procure, at his expense, a building permit for the Work; however, Owner at Owner's expense will procure all variances as required for the Work and will pay all assessment, taxes and charges in connection with the performance of Work or arising there from.
  - (c) Prior to commencement of the Work, Owner shall disclose to Contractor any soils or drainage conditions at the Property which could affect Contractor's performance of the Work and any hazardous or toxic conditions existing at the Property relating to Contractor's performance of the Work, including without limitation asbestos, toxic molds, lead paint, PCB's and underground storage tanks. Owner shall at Owner's expense abate any such conditions as may be reasonable and necessary to perform the Work.
8. **Insurance.**
  - (a) Contractor shall maintain at its expense, automobile liability insurance, and Worker's Compensation insurance as required by law.
  - (b) Owner shall maintain at Owner's expense property insurance with course of construction, vandalism and malicious mischief clauses, insuring th Property and the Work.
  - (c) The parties hereby agree on behalf of themselves and their respective insurers to waive any right of subrogation which either party or its insurers may have against the other party or its insurers.
9. **Clean-up.** Upon completion of Work, before leaving the Property, Contractor shall remove all surplus materials, containers and rubbish from the Property and shall leave the Property clean and ready for occupancy.
10. **Arbitration.** Any claims or disputes arising out of or relating to this Contract shall be decided by arbitration in an accordance with the Construction rules of the American Arbitration Association in effect at the time of the demand for arbitration, unless the parties otherwise agree in writing. This paragraph shall be specifically enforceable by either party. Unless otherwise agreed by the parties, the arbitration hearing shall be conducted within fifty (50) miles of the location of the Property. The decision in writing of the arbitrator appointed by such association shall be final and conclusive as to all parties to such dispute, and may be enforced by judgement entered in any court of competent jurisdiction. Should any party fail to appear or participate in such arbitration proceedings, the arbitrator may decide on the evidence presented in such proceedings by the other party to such dispute.

**NOTICE; YOU ARE AGREEING BY SIGNING THIS CONTRACT TO HAVE ANY DISPUTE RESOLVED BY ARBITRATION**

**AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY JURY TRIAL, AND ARE GIVING UP YOUR RIGHTS TO DISCOVERY AND APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION, YOU MAY BE COMPELLED TO ARBITRATE UNDER APPLICABLE LAWS.**

11. **Attorneys' Fees.** The parties shall bear their own attorneys' fees and shall each pay one-half of the cost of arbitration as provided in paragraph 10, including administrative costs and arbitrator's fee.

12. **Material and Workmanship.** All materials shall be standard grade unless otherwise specified in writing. Any materials above standard grade that Owner may request after commencement of the Work shall be considered extra work and additional charge will be added to the Contract price. Contractor shall use standard methods and means in performing the Work, and any material variation in those methods, if requested by Owner or Owner's agents, may result in a charge for extra work. Owner shall contract separately at Owner's expense for any engineering or architectural design which may be required in connection with the Work.

13. **Final Payment.** Final payment shall be due upon completion of the Work and Contractor's statement that all subcontractors and suppliers who could have asserted a mechanic's lien against the Property have been paid or will be paid from final payment. Final payment shall not be withheld solely because minor punch list items or repairs remain undone.

14. **Completion of Work.** Owner shall at Contractor's request, sign and record a Notice of Completion within five (5) days after completion of Work. If the project passes final inspection by applicable public agency or building department, but Owner fails to record a Notice of Completion, Owner hereby irrevocably appoints Contractor as Owner's agent to prepare, sign and record a Notice of Completion with respect to Work.

15. **Risk of Loss.** Risk of Loss as to any goods or materials, once installed and incorporated in the Work shall pass from Contractor to Owner.

16. **Termination.** In the event of material breach by one party, the other party may terminate the Contract upon thirty (30) days written notice to the breaching party, and this Contract shall automatically terminate unless such breach is cured in full prior to the date of termination specified in such notice. In the event of Owner's failure to pay any progress payment when due, following written notice as provided in the proceeding sentence, Contractor shall be entitled to cease work and to remove its manpower, equipment and materials from the Property. Upon termination, Contractor shall be paid for all Work, including labor and materials, furnished to the Property prior to the date of termination.

17. **Miscellaneous Provisions.**

(a) All prices quoted are subject to acceptance within thirty (30) days

(b) Contractor will use reasonable care not to damage plants or landscaping. Owner may wish to transplant or remove any plants in the vicinity of the areas where the Work is to be performed. Owner shall provide reasonable access to the Property and areas for storage of Contractor's equipment, supplies and porta toilet.

**Note: It is the owner's responsibility to supply and make available 110V electrical power and water at his cost for the completion of said Work.**

© All disturbed surfaces either interior or exterior, unless otherwise stated in the proposal will be prime painted only (one coat white primer) and no finish painting, staining, or wallpapering is included.

(d) If the Work proposed amounts to more than \$1,000.00 dollars installation of smoke detectors are required by the local building department. In signing of this proposal, Contractor is guaranteed that the required smoke detectors will be installed by the Owner at his cost prior to the completion of the Work.

(e) All notices shall be in writing and sent to the respective party at the address appearing on the first page of this Contract by personal delivery, certified mail (return receipt requested) or reputable overnight courier.

(f) Contractor may not assign this Contract without the prior written consent of the Owner.

(g) This Contract may not be modified excepted by a writing signed by the parties.

(h) If any provision of this Contract is unenforceable, the remaining terms shall remain binding and enforceable.

(I) This Contract shall be governed by the laws of the State of California, and shall not be construed against the drafting party; but as reasonable and appropriate to further the parties intentions as expressed herein.

18. **NOTICE OWNER**

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

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

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

**TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:**

- 1.) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If the contractor cannot obtain such a bonding, it may indicate his or her financial incapacity.
- 2.) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- 3.) Issue joint checks for payment, made out to both you contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- 4.) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanic's lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

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

**19. NOTICE OF CANCELLATION (Duplicate Forms).**

The following is a form for use in the event Owner wishes to cancel the Contract within three (3) business days after the Contract is signed by the parties:

**notice of cancellation**

**To: Gen-Tech Construction Inc.  
4820 MacArthur Blvd.  
Oakland CA 94619**

**The undersigned hereby cancel the Work Order and Contract between the undersigned and Gen-Tech Construction Inc. (Contractor) which was signed by the parties. To be effective, this notice of cancellation must be given to the Contractor , which includes depositing the notice in the U.S. mail, addressed to the Contractor, within three business days after you have signed the subject contract.**

**I hereby cancel this transaction \_\_\_\_\_**  
*(Date)*

**Property address\_\_\_\_\_**

**Work Order #\_\_\_\_\_**

\_\_\_\_\_  
*(Owner's signature)*

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**notice of cancellation**

**To: Gen-Tech Construction Inc.  
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**I hereby cancel this transaction \_\_\_\_\_**  
*(Date)*

**Property address\_\_\_\_\_**

**Work Order #\_\_\_\_\_**

\_\_\_\_\_  
*(Owner's signature)*