

# Proposal

Proposal 1536

Date: 05/5/16

This proposed agreement is between: Totum Corp./ Jared

Horrace Mann

Edgar Garza Construction

1754 Shady Oak Ct

Azusa Ca. 91702

P.626-664-1810

F.626-334-2640

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[edgargarzaconstruction@yahoo.com](mailto:edgargarzaconstruction@yahoo.com)

We hereby propose to furnish all materials and necessary equipment and perform all labor necessary to complete the following work as described below.

Framing of walls for two rooms 10x15 four entrances with two doors installed and tack board on both side . All material included.  
For the amount of \$13,000.00

VCT install on floors of rooms 36x15 for the amount of 9,721.09 1/8 inch thick only  
no extra padding included,  
**Color to be chosen by owner.**

Back pack rack install in 18 rooms not to exceed 8 feet in length installation  
For the amount of \$4,500.00

Basketball pole installation, three in total. Installation only. Which included digging of hole four feet deep 2 feet by 2 feet wide and rebar installed around pole, poured with concrete 3500 psi. Poles to be supplied by others.  
For the amount of \$7,500.00

Material for the amount of \$7,769.00 seven foot length racks

All work to be prevailing wage and during normal business hours.

Total Amount \$42,490.09

If Bond needed \$2,430.00

Total with bond \$44,920.09

8.2 Any publications and or advertising of the work done at the above address must credit Edgar Garza Construction as the General Contractors and must notify Edgar Garza Construction Construction. of such publications.

CLIENT INITIALS: \_\_\_\_\_

CONTRACTOR INITIALS: \_\_\_\_\_

8.3 Persons not contracted with Edgar Garza Construction will not be permitted onto job site. In cases that the client wishes to use his/hers own trades people. Owners must supply Edgar Garza Construction I with a copy of contract from subcontractor. Also subcontractor must be contracted with Edgar Garza Construction. They will be required to show valid California contractor's license, proof of liability insurance and proof of Workers Compensation. All payments to subcontractor will be paid through Edgar Garza Construction. Edgar Garza Construction will also add a 20% mark up for supervision and management of pertaining trades. If home owner does not agree to these terms, subcontractors may enter job site upon approval of final inspection and final payment to Edgar Garza Construction .

8.4 Clients will be invoiced for each payment due at completion of work per the contract payment schedule. This will include a year-to-date accounting of contract totals and totals outstanding. All payments are due upon invoice per completed work as it pertains to the payment schedule.

**8.5 Edgar Garza Construction .** (Herein called "contractor") hereby offers, subject to the approval of its installation departments to provide materials and arrange for their installation pursuant to the specifications set forth for the amount shown herein. This offer made subject to the review and approval of Edgar Garza Construction In the event that this offer is not accepted by Edgar Garza Construction any payments made shall be refunded and this document shall be null and void.

Contractor is not responsible for corrections or repairs of existing defects, hidden damage, dry rot, termite damage, code violations or hazardous material encapsulation and/or removal.

**8.6 INSTALLATION** Buyer understands that contractor may not install said materials but that by acceptance of this proposal buyer authorizes contractor: a) to arrange for a subcontractor (licensed where required by law) to make installation of materials, b) to issue a work order for this installation to a sub contractor, c) to inspect the installation and)

to pay the sub contractor when the installation is completed. **8.7 PLANS, SPECIFICATIONS AND PERMITS** The project will be constructed according to plans and specifications which have been examined by the owner and which have been or may be signed by the parties hereto. To the extent there is any conflict between the plans and specifications, the plans prevail. This estimate does not include cost of permits, plans, drawings, surveys, engineering, inspections, tile, surface lighting, cabinet hardware. All concrete is standard grey –colored or stamped will result in an additional charge. All electrical wiring is to be romex unless otherwise specified.

All underground wiring to be ran in PVC conduit

**8.8 UTILITIES** All utilities are to be paid by the homeowner during the construction period.

**8.9 SURPLUS, REMOVED AND DEMOLISHED MATERIAL** This estimate and proposal is based on a complete job and any surplus, removed or demolished material, overage of unused material and/or fixture shall become the property of Navarro Construction Inc. unless otherwise noted prior to the commencement of work.

**8.10 PERSONAL ITEMS** Edgar Garza Construction accepts no responsibility whatsoever for the moving or removing of any furniture and accessories. This is solely the responsibility of owner.

**8.11 PAYMENT** Buyer shall pay contractor the cash price, which covers the price of materials and installation as shown on this proposal. Buyer understands that it is her/his responsibility to stay within the determined dates on the payment schedule. Funds must be delivered to the contractor on or prior to the dates indicated. By signing the acceptance page at the end of the contract, buyer accepts all payments scheduled per contract.

**8.12 UNAUTHORIZED ADDITIONAL WORK REQUESTS** The owner agrees not to approach subcontractors or employees directly for additional work or changes in the scope of work. If done, it is agreed that Edgar Garza Construction may back charge the owner what it feels is an appropriate charge for the additional unauthorized work that has been requested. No signed change order will be necessary.

**8.13 CHANGES IN WORK** Should owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

**8.14 Modification** or addition to the work shall be executed when an Additional Work Authorization has been signed by both the owner and contractor. However, in the event that the building department or other governing body requires a change or modification the contractor may make that change prior to receiving written authorization and thereafter negotiate the effect of that change with the owner. The change in the contract price caused by such Additional Work Authorization shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, contractor's actual cost of labor, equipment, subcontracts, and materials, plus a contractor's fee of 20% shall be the change in contract price. The change order may also increase the time within which the contract is to be completed.

**8.15** Contractor shall promptly notify the owner of: (a) latent physical conditions at the site differing in material from those indicated in this contract or (b) physical conditions differing in material from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by owner as added work.

**8.16 VERBAL AGREEMENTS AND CHANGES IN PROPOSALS** Buyer understands that there are no verbal agreements. Everything that the buyer expects contractor to do has been included in writing in this proposal. Nothing can be changed in this proposal except

in writing on a separate proposal form or change order which clearly sets forth the scope of work encompassed by the order, the price to be charged for the changes and is signed by the buyer and contractor. An extra work order (or change order) shall be incorporated in, and become a part of this agreement.

**8.17 ACCESS** Owner shall grant free access to work areas for workmen and work vehicles, and shall allow areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement, working and parking of delivery trucks during normal working hours. Edgar Garza Construction shall not be expected to keep gates closed for animals or children. Edgar Garza Construction shall not be held responsible for

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damage done to driveways, walks, lawns, shrubs or other vegetation by movement of trucks, men, equipment, materials, debris, etc.

**8.18 DELAYS** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays if the delay is caused by acts of God, acts of the buyer, acts of the buyer's agent, inclement weather, strikes, lockouts, boycotts, acts of public utilities, public bodies or inspectors, acts of neglect or omission of owner or owners employees or agent, extra work or contingencies unforeseen by contractor and beyond the reasonable control of the contractor. Failure of owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of other contractors, or holidays, or other causes beyond contractor's reasonable control. If an estimated time of completion is provided, it is only an estimate and is not a material term of this agreement.

**8.19 TAXES AND ASSESMENTS** Taxes, assessments, permit fees of all descriptions will be paid for by owner.

**8.20 INSURANCE** Contractor shall carry Workers Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. Owner shall obtain and pay for insurance against injury to his/her own employees and persons under Owner's direction and person on the job site at Owner's invitation.

Owner shall procure at own expense and before the commencement of work hereunder "all risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price. The insurance will name the Contractor and its Subcontractors as their interests may appear. Should owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, work done by Contractor in rebuilding or restoring the project shall be paid for by the Owner as extra work.

**8.21 RIGHT TO STOP WORK** Contractor shall have the right to stop work if any payment is not made when due to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the date due is a material breach of this Agreement and will entitle Contractor to cease any further work.

**8.22 CLEAN UP** Contractor will remove from Owner's property debris and surplus materials created by his operation and leave it in a neat and broom clean condition provided that contractor (general)

**8.23 UNFORSEEN CONDITIONS** All hidden, concealed or unforeseeable conditions, including code violations, that must be repaired, corrected, replaced or overcome, shall result in a change order to the work.

**8.24 ABESTOS, LEAD, MOLD, AND OTHER HAZARDOUS MATERIALS** Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work.

Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for the same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said

work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed.

In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representations whatsoever as to coverage for mold contamination, though at Owner's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by Owner as an extra.

**8.25 INDUSTRY STANDARDS** Industry standards will be based on the quality of the existing house or building. If no similar materials can be found in the house, industry standard will be based on the immediate neighborhood.

**8.26 WARRANTY** Edgar Construction . hereby warrants all materials and labor involved in this project for a period of one (1) year from the completion date.

**8.27 MEDIATION** Buyer and contractor agree to mediate any dispute or claim between them out of this agreement, or any resulting transaction, **before resorting to arbitration. Mediation fees, if any, shall be equally divided among parties involved**

**8.28 ARBITRATION OF DISPUTES:** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, NOT RESOLVED IN MEDIATION SHALL BE SETTLED BY BINDING ARBITRATION IN

CLIENT INITIALS: \_\_\_\_\_

CONTRACTOR INITIALS: \_\_\_\_\_

ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR A MUTUALLY AGREED ALTERNATIVE, AND JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURSDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT OF RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT.

IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED, THEN THE MATTER IS TO BE SUBMITTED TO BINDING ARBITRATION.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY A JURY TRIAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.**

I AGREE TO ARBITRATION.      DATE  
OWNER'S INITIALS  
I AGREE TO ARBITRATION.      DATE  
CONTRACTOR'S INITIALS

**ENTIRE AGREEMENT** This agreement shall constitute the entire agreement between the parties, which entire agreement and specifications shall not be altered or modified except by written agreement between the parties hereto.

### **Terms and Conditions**

**ENTIRE AGREEMENT** This agreement shall constitute the entire agreement between the parties, which entire agreement and specifications shall not be altered or modified except by written agreement between the parties hereto.

Respectfully submitted,

SIGNATURE \_\_\_\_\_  
Edgar Garza, General Contractor  
LIC#. 937186

DATE: \_\_\_\_\_

CLIENT INITIALS: \_\_\_\_\_

CONTRACTOR INITIALS: \_\_\_\_\_

By signing this proposal, you are agreeing to the terms and conditions pages stated in above contract and acknowledging that you are also in receipt of the Notice to Owner document and three day right to cancel provided.

#### ACCEPTANCE

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, all work to be performed and conform to city code and per plans provided to Edgar Garza Construction (included within this firm price quotation) for which the undersigned agrees to pay the amount stated in the said proposal and according to the terms thereof. Any change involving extra cost of labor or materials will be executed only on submission and acceptance of a written change order. This contract/proposal will be void if not accepted within 15 days from above date.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CLIENT INITIALS: \_\_\_\_\_

CONTRACTOR INITIALS: \_\_\_\_\_