

FEMEX
1821 S. BASCOM AVE #258
CAMPBELL, CA 95008

BID - PROPOSAL

DATE: MARCH, 07 2010

PROPOSAL NO: 331

PROPOSAL SUBMITTED TO:

Name: SCOTT CHIAO & YVONNE
Address: 1468 MERCURY CT
City: MIPITAS State: CA Zip: 95035
Telephone: _____ FAX: _____
Construction To Begin: TO BE DETERMINE

WORK TO BE PERFORMED AT:

Name: SCOTT CHIAO & YVONNE
Address: 1468 MERCURY CT
City: MILPITAS State: CA Zip: 95035
Telephone: 408-489-1888 FAX: _____
Contract Completion Date: to be determine

We hereby propose to furnish all materials and necessary equipment, and perform all labor necessary to complete the following work:

INTERIOR

1. WALL DIVIDING LIVING ROOM AND CORVERTED GARAGE NEEDS TO RE RETROFIT AND FIX THE SLOPE SO IT WILL BE LEVEL WITH THE REST OF THE HOUSE LABOR AND MATERIAL INCLUDED(NOTE: FURTHER X-RAYS TO DETERMINE IF STRUCTURAL IS COMPRIMISED ANDWILL INCCUR EXTRA CHARGE FOR THIRD PARTY ENGINEERING AND POSIBLE PERMIT FEES)
2. KITCHEN AREA SLOPING TOWARDS THE BACK NEEDS TO BE LEVEL WITH A LEVELING CONCRETE LIQUID, LABOR AND MATERIALS INCLUDED (BECAUSE IT HAS TILE, IS HARD TO DETIRMINE IF FURTHER RETROFIT REQUIRED AS ADDITIONAL COST BECAUSE IT SEEMS THAT THE HOUSE HAS SETTLE AND IT SHOWS IN THE FRONT PORTION CORNER OF THE HOUSE)
3. TWO BATHROOMS MAJOR REMODEL REPLACEMENT OF BOTH BATHROOMS AND VALVES, REPAIR WATER DAMEGE WALLS AND RE-INSTALL TILE AT TUB WALL AND FLOOR, TOILET, CABINET AND FIXTURES, LABOR, MATERIAL AND EQUIPMENT INCLUDED.
4. **EXTIRIOR:** FRONT LEFT HAND CORNER (GARAGE CONVERTED AREA) WATER INTRUSION, WILL CUT APROX **100 SQ FT TO RESINTALL CONCRETE AND SLOPE 2% AWAY FROM BUILDING**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of FOURTY THREE THOUSAND

(\$ _____) with payments to be made as follows: \$1000.00 BIND CONTRACT AND PROGRESS

PAYMENTS PER PIECE WORK

You, the homeowner (buyer) or tenant have the right to require the contractor to furnish you with a performance bond. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the buyer after the right to rescind has passed, shall be deemed a material breach of this agreement and entitles the contractor to damages.

Respectfully Submitted,

GILBERTO FERNANDEZ JR

By: **x** _____
Contractor's License #: 879894

City: CAMPBELL State: CA Zip: 95008
Telephone: 650-690-4662 FAX: 4

Acceptance of Proposal:

Date: _____ **x** _____
(Owner Name) (Owner Signature)

Note: This proposal may be withdrawn by us if not accepted within 45 days. If this Bid-Proposal is accepted, work will commence approximately on or about _____, and will be substantially completed approximately _____ days thereafter.

THIS BID-PROPOSAL IS NOT A CONTRACT. THIS BID PROPOSAL MAY ONLY BE ACCEPTED BY THE EXECUTION OF A WRITTEN CONSTRUCTION AGREEMENT SIGNED BY THE CONTRACTOR. NO CONTRACT IS FORMED UNTIL A SEPARATE WRITTEN CONSTRUCTION AGREEMENT IS EXECUTED.

NOTICE TO OWNER REGARDING MECHANICS' LIEN LAW

(COMPLIES WITH SECTION 7018.5 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE)

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/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 have paid your contractor in full if the contractor's subcontractors, laborers or suppliers remain unpaid.

To preserve their right 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 your 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 a contractor cannot obtain such 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 your 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. These 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 individuals, the persons signing these releases lose the right to file a mechanics' 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 mechanics' 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 and all such liens are removed. **YOU SHOULD CONSULT AN ATTORNEY IF A LIEN IS FILED AGAINST YOUR PROPERTY.**

Notice required to be given to owner prior to entering into a contract for work on residential property, required by section 7030(b) of the California Business and Professions Code:

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING--IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION.

CONTRACTOR: _____
(Contractor's Name)

(Name)

(Owner's Name)

(Address)

(Phone) (FAX)

(City, State & Zip)

This is an additional description of that certain contract between the above named parties dated _____

CONTRACTOR: **x** _____
(Signature)

OWNER OR AGENT: **x** _____
(Signature)