



1001 Norton St. San Mateo Ca. 94401

License no. 910590

(650) 455-1274

PROPOSAL AND CONTRACT

PROPERTY ADDRESS:

600 Alameda de las pulgas
San Mateo Ca. 94402

PROPERTY OWNER:

Baywood Elementary School
attn: Maria Majka & Amanda Driscoll

PROPOSAL DATE:

7/22/18

Article 1. Job Description

Bay wood Elementary School media lab Remodel

DEMO:

Remove existing electrical in two walls

ELECTRICAL :

Re install electrical above book cases/ shelving
contractor will provide electrical materials

BOOK CASING AND SHELVING:

Reinstall book casing / shelving and tops that were removed from library as specified by the blueprints
Modified some book casing/ shelving to make it work as specified y the blue prints

NOTES:

Removing existing flooring or installing new flooring is NOT part of this proposal
EAP construction will remove and disposal any garbage/ debris generate by eap construction
left over book casings will left at the job site
EAP construction is not responsible for the installation of new furnitures
book casing need to be empty books and all existing furnitures need to out of media lab

Article 2. Time of Completion

none

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of \$ 9,000.00 subject to additions pursuant to authorized change order.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:

Deposit of \$1,000.00 is due the date the contract is signed, after that payment will then be due at the request of EAP construction on a percentage of completion basis. Final payment will be due upon completion of the project and final inspection. All payments are due upon receipt of invoice.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. Any work will be charged at \$80.00 per hour for contractor and in addition to materials.

If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of 0 days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. All materials used are to be up to current building codes by the city where the work is performed.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
5. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor.
6. Contractor agrees to remove all debris and leave the premises in broom clean condition.
7. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
8. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
9. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials and if contractor gets sick under any circumstances.
10. Contractor warrants all work for a period of 24 months following completion. Materials have 12 months warranty from manufacturer. Materials bought by customer are not warranted by contractor.
11. All extra materials provided by EAP construction left over from this project are to be property of EAP construction.

Under the California Mechanics' Lien Laws, any contractor, sub-contractor, laborers, 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.

Contractors are required by law to be licensed by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board, Contractors' State License Board, P.O. Box 260000, Sacramento, CA 95826.

Respectfully submitted,

Edy Pineda

Date

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. As authorized owner or representative, I hereby give authorization by signature below to EAP Electric & Construction to complete work as specified above.

Property owner name

Signature

Date