

WILDCAT ENGINEERING
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Petaluma, CA 94954
p. 707.762.5500 f. 707.763.3167

CA License No. 951203

PROPOSAL

To: San Rafael City School district
310 Nova Albion Way
San Rafael, CA 94903

Date: August 11, 2015

Project: Bollards (San Rafael High School)

We Propose the Following:

To provide and install 2-6" steel bollards painted yellow

Total.....\$1875.

STANDARD NOTES AND EXCLUSIONS, INCLUDING PAYMENT TERMS, ARE PART OF THIS BID PROPOSAL (SEE PAGE 2).

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD 9821 BUSINESS PARK DRIVE, SACRAMENTO, CA 95827-1703. MAILADDRESS: P.O. BOX 2699, SACRAMENTO, CA 95826

THIS PRICE MAY BE AFFECTED IF NOT ACCEPTED IN SEVEN (7) DAYS OR WE MAY WITHDRAW THIS PROPOSAL. ACCEPTANCE INDICATES YOU HAVE READ AND UNDERSTAND THE FOLLOWING PAGES, WHICH ARE A PART OF THIS CONTRACT.

FOR THE SUM OF: One Thousand Eight Hundred Seventy Five Dollars (\$1,875.00)

Authorized Signature: _____

Title: _____

Acceptance: _____

Date: _____

PROPOSAL STANDARD NOTES AND EXCLUSIONS

1. If rock is encountered and jack hammering, hoe ram, or any equipment is required, larger than a Case 580 backhoe, or if drilling does not proceed at a rate of one foot in five minutes, all costs will be charged as additional costs.
2. All permits, bonds, engineering, testing, inspections, layout work and line and grade checks are the responsibility of the owner or general contractor. This is **not** the responsibility of WILDCAT Engineering.
3. Should **hazardous substances** (i.e., asbestos, petroleum products be encountered), the removal of the hazardous substance is the sole responsibility of the owner or general contractor, **not** WILDCAT Engineering.
4. WILDCAT Engineering assumes no responsibility for damage, displacement, or settlement to any concrete or asphalt including buildings, driveways, streets, curbs, gutters or sidewalks.
5. The replacement of any hard scape or landscaping including sprinkler systems damaged or destroyed during the progress of our work is not included.
6. All additional work will be billed as per the WILDCAT Engineering standard rate sheets or by written quote. Rate sheets are available upon request. Extra work to be approved prior to commencement.
7. Time spent in obtaining permits will be billed at \$100.00 per hour. Office time will be billed at \$65.00 per hour. Expert witness time will be billed at \$235.00 per hour. Trial testimony will be billed at \$1,000.00 per half day.
8. Only items specifically stated on the proposal are included in the proposal. Any item not specifically included will be excluded from the proposal.
9. **Payment is as billed. No retention.** Payment is due to WILDCAT Engineering regardless if general contractor is paid or not. WILDCAT Engineering does not accept pay when paid by contracts. Payments not received when billed are subject to a 1.5% per month late fee.
10. In the event the parties become involved in litigation or arbitration in which the services of an attorney or any other expert are required, WILDCAT Engineering shall be fully compensated for the cost of its participation in such proceedings including, attorney's fees and expert's fees. All parties agree that jurisdiction shall be in Sonoma County.
11. Scheduling, phasing, and job prosecution shall be controlled by WILDCAT Engineering. If special scheduling is required to accommodate portions of the job or subcontractors, additional costs are billed including, but not limited to, additional move in and remobilization charges.
12. Unless specifically specified, it is assumed that the work will proceed in **appropriate weather and daylight hours**. Additional costs for wet weather work will be charged as extras. Overtime will be billed at 150% of regular pricing.
13. All prices are conditional on the use of WILDCAT Engineering's standard contract or subcontract.
14. It is agreed that should the owner or contract elect to terminate the contract for any reason; WILDCAT Engineering will be paid the full gross profit on the remainder of the contract.

Customer: San Rafael City School District
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CONTRACTORS STATE LICENSE BOARD NOTIFICATION REQUIREMENTS

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS, IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS, CONCERNING THE CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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 RICES 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 ASIST 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 LICENS. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGEMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES LOCATED IN THE WHITE PAGES OF THE PHONE BOOK FOR THE OFFICE NEAREST YOU OR CALL 1.800.321.CSLB FOR MOR INFORMATION.

NOTICE TO 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 have 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 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. 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 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.”