



# Estimate & Contract

No 16-7313  
Date: 9/21/2016



6100 Highway 12 / P.O. Box 176  
Sebastopol, CA 95473  
707-542-3272 Fax 707-823-4258  
Contractor's License C57-177681

For: Muir Bch Community Service  
202 Royal Court  
Santa Rosa CA 95401

Site: Muir Bch Comm Serv  
Muir Beach

By JOSHUA A MOORE

**Scope of Work: Redo lower Well House Plumbing and Install XIO System per Contract**

Cut out existing pressure release valve and replumb 3" line with new I-Mag 4" pulse water meter for distribution  
Install XIO motor current sensors on alternating pump soft start and install FIU unit. Connect FIU unit to well pump sensors, chemical feed pump sensors and pulse output meter relay. Replumb Chemical Feed pumps and mount. Make Final Connections to FIU and Activate  
Install tank level transducer on dead leg redwood tank line, trench and install conduit for level sensor to existing pump house. Mount FIU Unit. Install current sensor on submersible booster pump, mount analyzer and calibrate with XIO Chemical Feed Pump, Plumb back into booster outgoing line for water recycle. Make final connections to FIU and activate.  
Install upper tank level transducer on outgoing line. Run signal wire for transducer through available conduit. Mount FIU, connect and Activate.

Excluded (see page 2 for full exclusions)  
Any Unforeseen Circumstance's

**Important Notice:** The proposed work carries risk of damage to existing equipment or facilities, including loss of water supply. We will use our best efforts to minimize any such risk, but we do not warrant that damage will not occur. Except for damage caused by gross negligence, we do not accept responsibility for damage or losses resulting from this work.

Qty	Part Number	Description	Amount
1	SPCL Buy	4" Semetrics I-mag Pulse Water Meter	\$2,280.00
1	7.24643	2 100PSI PRV Fresno	\$211.68
2	7.11640	3 Galv 90	\$89.46
1	7.12970	3X2 Galv Bush Hex Head	\$11.52
2	7.13380	3 Galv Union	\$193.56
3	7.20860	3x12 Galv Nipple	\$99.15
1	SPCL Buy	3"x4" threaded to Flange adapter	\$125.00
8	LM	Labor rate per hour - Marin Labor for the day to Re-Plumb Lower Pump House	\$960.00
1	SPCL Buy	Installation of XIO Well Controller an FIU Unit at Soft Start at well House	\$550.00
1	SPCL Buy	Installation of XIO Chemical Drum Volume Monitoring System	\$550.00
1	SPCL Buy	Installation of XIO lower tank Controller, FIU Unit, Pump Monitoring and Controls, Chem pump & Analyzer	\$3,750.00
1	SPCL Buy	Installation of XIO Upper Tank Controller, FIU Unit, Sensor and Electrical	\$3,200.00

<b>This estimate will be billed:</b>	<b>Tax:</b>	940.13
<b>Y Time &amp; Materials (Approximate)</b>	<b>Total:</b>	12,960.50

Weeks Drilling and Pump Company, Contractor or "we" or "us" proposes to furnish equipment, material, and labor in accordance with the specifications above. The undersigned, Buyer, or "you" or "your", hereby accepts the proposal and authorizes the work to be performed, and **acknowledges having read the attached Estimate & Contract Terms and Conditions of this contract and having received a copy of the "Notice to Owner" (attached).**

**"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right".**

Buyer: (X) \_\_\_\_\_

Date: \_\_\_\_\_

Cell:

Fax:

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: -

Weeks Drilling & Pump Co.

# Estimate & Contract Terms and Conditions

No 16-7313

**Flat Bid Contract:** If Page One of this contract is marked "Flat Bid (Not Approximate)" then the full amount of the contract is as shown on Page One. This amount may be increased or decreased only by Change Orders.

**Time and Materials Contract:** If Page One of this contract is marked "Time and Materials (Approximate)" then the contract amount shown on Page One is an estimate. The final amount billed for the work will be based upon unit prices which shall be adjusted to reflect the actual in-place or as-used quantities.

**Offer Duration:** This offer is valid for 30 days.

**General Exclusions from this Contract:**

permits and permit fees, insurance certificates, bonding fees.  
rehabilitation of uncompleted work.  
grading or erosion control work

**General Conditions of this Contract:**

trenching and excavation work will be free of any man made obstructions, including underground utilities. All existing utilities will be located and marked in the field prior to us starting our work.  
Should the owner, Owner's Agent, public body, or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

**Payment Terms:** You agree to pay a deposit of 10% of the contract amount (or the estimated price) shown on Page One or \$1000, whichever is less, upon notification that we are ready to commence work. You agree to pay for the work immediately upon completion. If the work takes longer than 30 days, at our option you agree to pay a progress payment each 30 days for the progress attained as an estimated percent complete of the total contract amount (or estimated price). Such progress payments are due immediately upon invoicing.

Interest on monies owed to us under this contract past 30 days due shall accrue interest at a rate of 0.833% per month on the principal balance. Upon payment being made for any portion of the work performed, we shall, prior to any further payment being made, furnish to the you a full and unconditional release from any claim or Mechanic's lien for that portion of the work for which payment has been made.

**Date Work to Begin:** Substantial commencement of work shall occur when we first supply workers to the jobsite. Our failure without lawful excuse to substantially commence work within 20 days from that approximate date is a violation of the Contractors License Law. Due to uncertainties in weather, materials availability and equipment availability, all dates are approximate.

**Right to Stop Work:** We shall have the right to stop work if any payment due us under this agreement is not made on time. We may keep the job idle until all payments due are received.

**Cancellation:** You acknowledge you have received two copies of "Notice of Right to Cancel" attached to this contract which allows you three business days to cancel this contract. In addition to this right which is required by law, we will allow you to cancel this contract at any time up until we have actually begun work. You agree that if you cancel the contract after the initial three-day period required by law, that you will pay for all costs incurred by us on your behalf including but not limited to: permit fees, consultant fees, non-stock/non-returnable materials ordered for your work, restocking charges by distributors on returnable materials ordered for your Project, and freight charges.

**Limitations:** No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other after a period of two years from completion of the work or cessation of the work.

**Warranties:** We represent and warrant that we hold an unencumbered Contractor's License to perform the services included in this contract, and that we will maintain and keep such license in good standing and in full force and effect at all times while performing the work under this contract. We do not warrant the materials or supplies we use against defects in workmanship or materials but we will use our best efforts to enforce any warranties against the manufacturer or supplier on your behalf. We guarantee our own work to be free of defects for a period of one year from date of installation. No other warranties are offered or implied.

**Acknowledgement by Owner of Receipt of Notice to Owner:** You acknowledge that you have received a copy of the "Notice to Owner" (attached) as specified by Section 7081.5 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."**

**Filing of Complaints:** 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.

## NOTICE TO OWNER

No 16-7313

"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." (Rev. 4/9)

**NOTICE OF RIGHT TO CANCEL**

**No** 16-7313

Notice of Cancellation \_\_\_\_\_ (enter date you signed the contract)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram or fax to:

Weeks Drilling & Pump Co. P.O. Box 176 Sebastopol, CA 95472 Fax 707-823-4258