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June 27, 2014

Piedmont Walk Homeowners Association
C/o SLPM Property Management
P.O. Box 3215
San Leandro, CA. 94578

Attn: Felicia Logan-Jones

Proposal for South Elevation Water Intrusion and Structural Repairs

This agreement is entered into on **June 27, 2014** by and between **Piedmont Walk Homeowners Association** ("Owner"), **SLPM Property Management** ("Agent for Owner") and **Murray Construction Services, Inc.** ("Contractor") for the project located at **70 Yosemite Ave., Oakland CA.** ("Project").

Contract Price:

\$ 109,941.94

Description of the Project and Description of Significant Materials to be used:

Additional Stucco Removal

During the investigative stucco removal process, we found that the existing building envelope consists of a single layer of construction felt, inadequate and improperly installed horizontal control joints and building envelope does not integrate with the roof rake to wall transition all of which do not meet current building standards. All remaining stucco in our work area will be removed within reach of scaffolding from the bottom of the first floor to the roofline at the southwest and southeast elevation to clearly define the work area.

- Cut out and remove approximately (546) sq. ft. of additional stucco from the south facing west elevation and 2nd and 3rd floor return to chimney.
- Cut out and remove approximately (302) sq. ft. of additional stucco from the south facing east elevation and 2nd and 3rd floor return to garden window.
- Chip back stucco at all above mentioned stucco perimeters to facilitate integration of building paper.
- Clean the work areas and dispose of all job related debris.

\$ 5,596.80

South Elevation Roof Repairs

- At four separate 3 story, south facing eave edges, remove existing composition shingle roof system, down to existing plywood sheeting in an approximate 3' wide path from ridge to gutter. **NOTE: Shingles will be removed in a manner so as to maintain existing staggered shingle pattern.**
- Pull all protruding roof nails from plywood, so as to provide a clean substrate.
- Remove several existing roof vents/flashings that are near eave edge.
- Remove 4 separate lengths of existing 2" x 8" fascia boards.
- Over plywood sheeting, install one layer of GAF DeckArmor, high-tech, premium, breathable underlayment.
- Install one layer of 30 lb. asphalt saturate felt paper underlayment. **Note: Both layers of underlayment to be tied-in with existing underlayments. NOTE: New underlayments will also be extended out and over rake eave edge, so as to properly integrate with new double layer construction felt.**
- Using mechanical screw fasteners, install new 2" x 8" Armor coated, pre-primed wood fascia boards.
- Using 1" mechanical fasteners, install one course of GAF Prostart starter at eave edges.
- Using 1" mechanical roof nail fasteners, install new, 30 Year type, Class A, GAF TimberlineHD, laminated, architecturally designed, fiberglass shingle roof system, per manufacturer spec's and tie-in with existing shingle pattern.
- Using 1" mechanical fasteners, install high profile GAF 10" Ridglass, distinctive ridge cap shingles at ridge line tie-ins.
- Where removed, replace existing metal roof vent flashings. Wrap tops of pipe jack flashings with black tape sealant and install separate EPDM rubber storm protection collars, at all plumbing pipe flashings.
- Paint plumbing pipes to match color of new roof.



- At rake edges, install new 1" x 1" "L" shaped, pre-painted metal rake nosing flashing.
- At gutter eave edges, install new custom fabricated, pre-painted 1" x 2" metal nosing formed to angle.
- Using mechanical fasteners near ridgelines, install a total of 4 each, new **Guardian**, stainless steel, permanent safety D ring anchor hooks. **Note:** This will help assist with any future roof maintenance work.
- At bottom south east shed roof, remove existing roofing and install new asphalt comp shingle roofing per the same above specifications, along with a new seamless gutter length and new fascia boards.
- Clean up all roofing debris at the end of each workday, and thoroughly clean grounds and roof when finished.

\$ 8,800.00

Southwest Corner Structural Repairs

Unit #104

- Remove 7'x7' latticework panel to facilitate repairs.
- Remove remaining (16) sq. ft. of shake shingle at shed wall return.
- Remove and replace (64) sq. ft. of 3/8" plywood sheer at the west elevation shed wall and return.
- Remove and replace approximately (16) L/F of wall stud at the corner and south elevation.
- Remove and replace approximately (112) sq. ft. of 1/2" plywood sheer from the south elevation.
- Remove and replace approximately (12) L/F of 2x6 fascia and rake at the west elevation shed roof eave and return wall.
- Rough frame rail wall to 42" high using approximately (52) L/F of 2x4 pressure treated material.
- Install approximately (49) sq. ft. of 1/2" plywood on both sides of new rail wall.

Unit #204

- Remove 7'x7' latticework panel to facilitate repairs.
- Remove and replace (32) sq. ft. of 3/8" plywood sheer at the west elevation.
- Remove and replace approximately (16) L/F of wall stud at the corner and south elevation.
- Remove and replace approximately (112) sq. ft. of 3/8" plywood sheer from the south elevation.
- Remove and replace approximately (9) L/F of 6x10 lateral support beam using new pressure treated material.
- Remove and replace approximately (8) L/F of 2x10 rim board at south elevation.
- Install approximately (24) sq. ft. of 1/2" plywood sheer over new 6x10 lateral support beam and 2x10 rim board.

(Unit #304)

- Remove and replace approximately (8) sq. ft. of 3/8" plywood sheer at south face of chimney.
- Remove and replace approximately (2) L/F of 2x6 freeze block at the eave adjacent the chimney at west elevation.
- Remove and replace (32) sq. ft. of 3/8" plywood sheer at the west elevation.
- Remove and replace approximately (24) L/F of wall stud at the corner and south elevation.
- Remove and replace approximately (16) L/F of 2x4 bottom plate. **NOTE: Sub-Floor damage located at this area and may extend into unit. Extent of damage is unknown at this time and may require removal of interior components.**
- Remove and replace approximately (48) sq. ft. of 3/8" plywood sheer from the south facing elevation.
- Remove and replace approximately (9) L/F of 6x10 lateral support beam using new pressure treated material.
- Remove and replace approximately (8) L/F of 2x10 rim board at south elevation.
- Install approximately (20) sq. ft. of 3/8" plywood sheer over new 6x10 lateral support beam and 2x10 rim board.

\$ 14,950.01



Southeast Corner Structural Repairs

Unit #109

- Repair sole plate at east elevation per engineered drawing.
- Remove 10' x 7' latticework panel to facilitate repairs.
- Remove and replace (80) sq. ft. of 1/2" plywood sheer at the east elevation.
- Remove and replace approximately (8) L/F of 3" x 4" wall stud at the corner.
- Remove and replace approximately (8) L/F of 2x4 top plate at east elevation.
- Install approximately (25) sq. ft. of R-13 insulation to the opened west-facing wall.
- Install approximately (16) sq. ft. of 1/2" sheer to the south elevation.
- Rough frame rail wall to 42" high using approximately (80) L/F of 2x4 pressure treated material.
- Install approximately (70) sq. ft. of 1/2" plywood on both sides of new rail wall.

Unit #209

- Remove 10' x 7' latticework panel to facilitate repairs.
- Remove and replace (16) sq. ft. of 1/2" plywood sheer at the east elevation.
- Remove and replace approximately (24) L/F of wall stud at the corner.
- Remove and replace approximately (8) L/F of top double plate at south elevation.
- Remove and replace approximately (48) sq. ft. of 1/2" plywood sheer from the south elevation.
- Remove and replace approximately (12) L/F of 6x10 lateral support beam using new pressure treated material.
- Remove and replace approximately (8) L/F of 2x10 rim board at south elevation.
- Install approximately (24) sq. ft. of 1/2" plywood sheer over new 6x10 lateral support beam and 2x10 rim board at south elevation.

Unit #309

- Remove and replace (48) sq. ft. of 3/8" plywood sheer at the south elevation.
NOTE: Sub-Floor damage located at this area and may extend into unit. Extent of damage is unknown at this time and may require removal of interior components.
- Remove and replace approximately (12) L/F of 6x10 lateral support beam using new pressure treated material.
- Remove and replace approximately (8) L/F of 2x10 rim board at south elevation.
- Install approximately (24) sq. ft. of 3/8" plywood sheer over new 6x10 lateral support beam and 2x10 rim board at south elevation.

\$ 11,328.82



Waterproofing

- Custom fabricate and install (4) 24 gage saddle flashings at new 6x10 later support beam to wall junctures.
- Custom fabricate and install (2) 24 gage saddle flashings and new rail wall junctures.
- Reinforce all inside corners, outside corners and new exposed horizontal surfaces with 9" WaterBlock flashing.
- Install approximately (1510) sq. ft. of new double layer grade "D" construction felt to all exposed vertical and horizontal surfaces to include locations to receive new shake shingle and integrate with existing good building paper.
- Install (1) additional layer of 9" WaterBlock flashing at all inside corners, outside corners and new exposed horizontal surfaces.

\$ 11,496.00

Stucco Replacement

- Prep all existing stucco for lath installation.
- Install approximately (120) L/F of new control joint inline with the existing.
- Install stucco J-mold as needed at all new stucco to cinderblock wall junctures.
- Install approximately (1266) sq. ft. of stucco lath, scratch coat, brown coat and finish coat to match the existing as close as possible at all horizontal exterior surfaces with the exception of locations to receive new shake shingle.

\$ 16,711.20

Additional Finish Work

- Install approximately (6) sq. ft. of 3" x 6" paver tile at (2) locations to match existing as close as possible.
- Patch approximately a total of (30) sq. ft. of epoxy pebble walking surface at (2) locations.
- Install approximately (8) L/F of 1x2 vertical cedar trim at courtyard side of (2) new guardrail wall structures.
- Install approximately a total of (18) L/F of pre-primed 2x8 cedar guardrail wall cap at (2) locations.
- Install approximately a total of (68) sq. ft. of Shakertown 7" exposure even but cedar shake shingle panels at the (2) courtyard side guard rail wall locations.
- Install approximately total of (70) sq. ft. of Shakertown 7" exposure even but cedar shake shingle panels at unit #109 shed structure.
- Patch repair up to (80) sq. ft. of matching cedar shake shingle at unit #109.
- Install approximately (8) L/F of 2x10 cedar fascia at west elevation of unit #109.
- Construct and install (2) 7' x 7' and (2) 9' x 7' latticework panels using pre-primed 2x2 redwood pickets and 2x6 redwood frames.
- Reset existing gutter downspouts at (4) locations. **NOTE: Modification of downspouts may be necessary and is not included in the contract price.**

\$ 20,820.94

Painting

- Prime new areas of stucco at south elevation repair area using Sierra Performance Grip Tec Masonry Primer.
- Apply (2) coats of custom eye matched Premium Grade 100% Acrylic Benjamin Moore exterior flat paint to all effected stucco walls corner to corner.
- Prep and finish paint new south elevation repair area exterior guardrail wall caps, related trim and latticework using custom eye matched Premium Grade 100% Acrylic Benjamin Moore exterior semi-gloss paint. **NOTE: All new woodwork will be primed on all sides prior to installation.**
- Stain new shake shingle siding at south elevation repair areas to match the existing as close as possible.

\$ 5,298.00



Additional Stucco Removal	\$ 5,596.80
South Elevation Roof Related Repairs	\$ 8,800.00
Southwest Corner Structural Repairs	\$ 14,950.01
Southeast Corner Structural Repairs	\$ 11,328.82
Waterproofing	\$ 11,496.00
Stucco Replacement	\$ 16,711.20
Additional Finish Work	\$ 20,820.94
Painting	\$ 5,298.00
Debris Disposal	\$ 600.00
Contractors Overhead	\$ 14,340.25
Project Grand Total	\$ 109,942.02



1. Down Payment: \$ 0.00

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 or 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS.

2. Schedule of Progress Payments:

Due upon completion of additional stucco removal	\$ 10,000.00
Due upon completion of roof related repairs	\$ 10,000.00
Due upon completion of southwest corner structural repairs	\$ 15,000.00
Due upon completion of southeast corner structural repairs	\$ 15,000.00
Due upon completion of waterproofing	\$ 10,000.00
Due upon completion of stucco replacement	\$ 20,000.00
Due upon completion of additional finish work	\$ 20,000.00
Due upon completion of project	\$ 9,942.02

The Schedule of Progress Payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

3. Approximate start date: Within 5 business days of acceptance

4. Approximate completion date: 12 weeks from start date

Contractor's substantial completion of the Project is subject to modification of the Project scope, change orders which extend the date for completion and other delays beyond Contractor's control, including, without limitation, acts of God, weather, unavailability of material or labor, the conditions of the existing structure, Governmental actions or delays, actions by the Owner, Owner's employees, independent contractors, owner of 84 Yosemite Ave., Tenants of 84 Yosemite Ave. and partial or total destruction or damage to the Project.

5. List of Documents to be Incorporated into the Contract:

Contractor shall perform the work pursuant to the plans and specifications and the attached scope of work which is incorporated into this Contract.

6. Note About Extra Work and Change Orders:

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments. You may not require the Contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order.

Extra work or change order is not enforceable against you unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- a. The scope of work encompassed by the order;
- b. The amount to be added or subtracted from the contract;
- c. The effect the order will make in the progress payments or the completion date.



7. Commercial General Liability Insurance:

Murray Construction Services, Inc. carries commercial general liability coverage written by First Insurance Funding. You may contact Warren G. Bender Co. at (916) 380-5300 to check our insurance coverage.

8. Worker's Compensation Insurance:

Murray Construction Services, Inc. carries Worker's Compensation Insurance for all employees, written by State Compensation Insurance Fund. You may contact Warren G. Bender Co. at (916) 380-5300 to check our worker's compensation insurance coverage.

9. Mechanic's Lien Releases:

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement a full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code for that portion of the work for which payment has been made.

10. Cleanup:

Contractor shall keep the job in a neat and clean condition at all times and shall leave the project in a broom-clean condition, free of debris.

11. Payment Due Date:

Progress payments are due within five days of the date Owner is provided with the invoice. If Owner does not pay the full amount of any payment as and when it becomes due, a late charge of 1.5% per month will be assessed on the unpaid sum.

12. Contractor's Control, Performance; Subcontracting:

Contractor shall have sole control of the means, methods, and procedures for completing the Project. Contractor shall have the right to subcontract any portion of the Project.

13. Warranty:

Contractor warrants to Owner that the material and equipment used under the Agreement will be of new and of good quality unless otherwise required or permitted by the Contract Documents for a period of one (2) years, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the Contract Documents. This warranty shall exclude remedy for damages or defects caused in whole or in part by abuse, modification, and improper or insufficient maintenance, normal wear and tear.

14. Changed Conditions:

If subsurface or latent conditions differ materially from those indicated in this Agreement and the Contract Documents, or if unknown physical conditions exist of an unusual nature differing materially from those normally found in work of the type under this Agreement, Contractor shall advise the Owner of the existence of these conditions and the parties shall equitably adjust the Contract Sum to provide for any change resulting from such condition.

15. Required Services and Information of Owner, Responsibility for Design and Settlement:

a. Owner shall provide surveys and a legal description of the property on which the Property is located. Owner shall secure and pay for necessary approvals, permits, assessments, inspections and charges.

b. The Owner shall, at the request of the Contractor, prior to the execution of the Agreement and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the agreement.



c. It is Owner's responsibility to obtain the services of a civil engineer or soils engineer to analyze the soil, floor levels on existing foundations and the design of new foundations for the Project. Contractor is not liable for problems, defects, cracks, damages, delays, or claims resulting from soils expansion, settlement, differential movement of soils, or the design of the foundation.

16. Terminations or Suspension of the Agreement:

a. Contractor may terminate this Agreement by providing written notification to Owner if the Project is stopped or suspended by the Owner for a period of thirty (14) days through no fault of Contractor for any of the following reasons: (1) court or governmental agency order; (2) governmental act making material unavailable (3) Owner has failed to perform or timely make payments under the Agreement; or (4) repeated suspensions, delays or interruptions by Owner. If the Project is stopped or suspended for the fourteen-day period through Owner's fault or choice, Owner shall be obligated to pay Contractor for the work performed and all proven loss, including reasonable overhead, profit and damages.

b. If Owner fails to pay Contractor within seven (7) days of receipt of a payment request, Contractor may, upon five (5) days written notice to Owner, terminate Contractor services, stop work on the project, and in addition to any other available rights and remedies, immediately recover from Owner payment of all sums due through the date of termination.

c. Owner may terminate this Agreement if Contractor persistently or repeatedly fails to perform as provided under this Agreement or commits a substantial breach of this Agreement that Contractor does not cure within fourteen (14) days written notice from Owner.

17. Final Completions, Final Payment and Notice of Completion:

Upon receipt of written notice that the Project is ready for acceptance, Owner shall within 15 days pay any remaining portion of the Contract Sum. Owner agrees to sign and record a notice of completion within five (5) days after the Project is completed and ready for occupancy. Owner also agrees to send a copy of the notice of completion to Contractor. If Owner fails to so record the notice of completion, then Owner appoints Contractor as Owner's agent to sign and record a notice of completion on Owner's behalf. This agency is irrevocable and is an agency coupled with an interest.

18. Notices:

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been given on the date of service if e-mailed, faxed, or served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the parties to whom notice is to be given by first-class mail, registered or certified, postage prepaid, and properly addressed to the party at his address set forth in the Additional Contract information attached to this Agreement, or any other address that either party may designate by written notice to the others.



19. ARBITRATION OF DISPUTES:

ANY DISPUTE ARISING FROM OR RELATED TO THE PERFORMANCE OF THE WORK, OR THE INTERPRETATION OF THIS AGREEMENT, SHALL BE DECIDED BY ARBITRATION IN HAYWARD CALIFORNIA UNDER THE CONSTRUCTION INDUSTRY RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT MAY BE ENTERED ON THE AWARD. IN ADDITION TO THOSE RULES, THE PARTIES RETAIN THE RIGHT OF INSPECTION AND PRODUCTION OF DOCUMENTS AS PROVIDED BY THE CALIFORNIA CODE OF CIVIL PROCEDURE.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION 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 JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. 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 LAWS. 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.

_____ Piedmont Walk HOA

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Contractor's Initials

20. Attorney's Fees:

If any legal action or any arbitration or other proceeding is brought for the enforce payment under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action in addition to any other relief to which it may be entitled.

21. Successors and Assigns:

This Agreement, or the proceeds of this Agreement, shall not be assigned by either party without the other party's written consent. This Agreement is binding on and shall inure to the benefit of Owner and Contractor and their respective heirs, successors and assigns.

22. Entire Agreement:

This Agreement, with all incorporated Contract Documents and Exhibits, is the entire agreement between the parties. No prior oral or written communications or negotiations are a part of this Agreement. This Agreement can be modified only by a written document signed by both parties.

23. Performance and Payment Bond:

The Owner has the right to require the Contractor to have a performance and payment bond. Should the Owner require the performance and payment bond, the Owner must pay the cost of that bond. The price for the bond is \$ 181.87.

24. Right to Cancel:

The law requires that the contractor give you a notice explaining your right to cancel. Provide initials below if the contractor has given you a Notice of the Three-Day Right to Cancel.

_____ Piedmont Walk HOA



25. You are entitled to a completely filled in copy of the agreement, signed by both you and the contractor, before any work may be started.

TERMS & EXCLUSIONS

Piedmont Walk HOA will be responsible for payment of any penalties and or compensations in regards to the property 84 Yosemite Ave.

Piedmont Walk HOA will be responsible for reimbursement of any additional permit fees, additional parking fees, engineering fees and additional scaffolding charges incurred by Murray Construction Services, Inc.

Damage found to extend into the interior of units adjacent the repair area will be documented and addressed at a later date and are not included in this scope of work.

There are no costs included in this estimate for, special inspections, concealed or hidden damages, repairs beyond the above scope of work or any unforeseen conditions not visible at the time of inspection.

Due to the nature of this repair work, there are likely surprises, hidden problems and/or concealed conditions. Murray Construction Services, Inc. cannot predict, know or be held responsible to determine these conditions.

Piedmont Walk HOA understands that reconstruction services are unique services and the exact nature and extent of defects that exist may not be discovered during investigation and reconstruction work. Piedmont Walk HOA further understands that additional defects may be discovered during the reconstruction process and that defects may not be discovered and may remain after completion of the reconstruction work.

No warranty on other existing sections of roof system not installed by Murray Construction Services, Inc.

Smoke/Carbon Monoxide Detectors are required according to the 2010 California Building Standards Code prior to obtaining a final inspection for your building permit. There will be an additional charge of \$20 for each smoke detector and \$40 for each carbon monoxide detector installed by Murray Construction Services, Inc.

Murray Construction Services, Inc. is not responsible for any current or future mold related issues in or around any part of the residence.

Murray Construction Services, Inc. is not responsible for any interior or exterior damages due to new or continuous leaks or water entry outside of our specified work location.

Murray Construction Services, Inc. is not responsible for any leaks or water entry due to windows or any other penetrations in the building facade or their flashing system.

This is only an estimate and is subject to change.



MECHANIC'S LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.



THREE-DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

Date: _____ Acknowledgment of Receipt: _____



NOTICE OF CANCELLATION

Date of Transaction: _____

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 not 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

to: Mr. Stacey J. Murray

at: Murray Construction Services, Inc.
22358 Meekland Ave.
Hayward, CA 94541

Not later than midnight of _____

I hereby cancel this transaction.

Signature of Owner

Date



**INFORMATION ABOUT THE
CONTRACTORS STATE LICENSE BOARD
(CSLB)**

Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors.

USE ONLY LICENSED CONTRACTORS!

If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

FOR MORE INFORMATION:

Visit CSLB's Web site at
www.cslb.ca.gov

Call CSLB at
800-321-CSLB (2752)

Write CSLB at
P.O. Box 26000
Sacramento, CA 95826.



Check Us Out!

Is your contractor properly licensed? In California, anyone who contracts to perform work that is valued at \$500 or more for materials and labor must hold a current, valid license from the Contractors State License Board in the specialty for which he or she is contracting.

Unlicensed contractors pose a risk to your financial security because they expose you to significant financial harm in the event of injury or property damage. Few unlicensed contractors have bonding or workers' compensation insurance.

If you contract with someone who does not have a license, the Contractors State License Board may not be able to assist you with a resolution to a complaint, and a remedy against an unlicensed contractor may be available only in civil court. This is one more good reason to work only with licensed contractors! Another consideration is that unlicensed contractors may not have the expertise and qualifications to do the job right the first time. You could end up having to hire a licensed, reputable contractor to correct the work-and paying for the job twice.



Certification # NAT-74562



Is your contractor and his employees appropriately insured to work on your community?

Murray Construction Services, Inc. proudly carries the appropriate insurance to work on your condominium and townhouse community. Call your contractors' insurer to find out if they are covered to work on your community.

Commercial General Liability Insurance:

Murray Construction Services, Inc. carries Commercial General Liability coverage written by Century Surety Insurance Company. You may contact R.L. Milsner, Inc. at (510) 934-0424 to check our insurance coverage.

Workers' Compensation Insurance:

Murray Construction Services, Inc. carries Workers' Compensation Insurance for all employees, written by State Compensation Insurance Fund. You may contact R. L. Milsner, Inc. at (510) 934-0424 to check our insurance coverage.

We look forward to doing business with you!



Work Authorization

Acceptance of Proposal & Work Authorization

The price, specifications and conditions stated herein are satisfactory and hereby accepted. Murray Construction Services, Inc. is authorized to perform this scope of work.

Authorized by:

Date of acceptance

7-5-14

Thank you,

Stacey J. Murray, Owner
Murray Construction Services, Inc.
General Building Contractor
License #827337
(510) 581-4960
stacey@murrayservice.com
www.murrayservice.com



22358 Meekland Ave. | Hayward, CA 94541
T: 510.581.4960 | F: 510.581.4963

July 23, 2014

Piedmont Walk Homeowners Association
C/o SLPM Property Management
P.O. Box 3215
San Leandro, CA. 94578

Attn: Felicia Logan-Jones

EXTRA WORK AND CHANGE ORDER

This extra work and change order becomes a part of the contract once the order is prepared in writing and signed by the owner "agent" for owner prior to the commencement of any work covered by this document.

For the project: South Elevation Water Intrusion and Structural Repairs dated

It is agreed by the undersigned to the following scope of extra work and change order:

- Coordinate site visit and obtain engineered structural repair addendum necessary to update records with the City of Oakland Building Department and to address insubstantial 6x10 lateral support beams as a result of original construction, embedded cinder block wall support bracket placement condition. Please see the attached Jodi T. Tai, P.E. Invoice #14109.
- Order and retrieval of (4) 6x12x12' Struc. #1 Pressure treated Douglas Fir material.

4 hrs. Project Management Labor	\$ 320.00
Materials (4-4x12 P.T. Beams)	\$ 958.51
Jodi T. Tai, P.E.	\$ 750.00
Contractors Overhead	\$ 341.77

Cost to be added to the contract: **\$ 2,370.28**

Added time to complete the project: Approximately 3 days.

Effect on schedule of progress payments: Due upon receipt.

Acceptance of Proposal

The above price, specifications and conditions are satisfactory and hereby accepted. Murray Construction Services, Inc. is authorized to perform the above scope of work.

Authorized by: 

Date of Acceptance: 7-29-14



22358 Meekland Ave. Hayward, CA 94541
T: 510.581.4960 F: 510.581.4963

September 21, 2014

Piedmont Walk Homeowners Association
C/o SLPM Property Management
P.O. Box 3215
San Leandro, CA. 94578

Attn: Felicia Logan-Jones

EXTRA WORK AND CHANGE ORDER

This extra work and change order becomes a part of the contract once the order is prepared in writing and signed by the owner "agent" for owner prior to the commencement of any work covered by this document.

For the project: South Elevation Water Intrusion and Structural Repairs dated 6/27/14.

It is agreed by the undersigned to the following scope of extra work and change order:

- Move and shift contents of the living room as needed to facilitate accessibility to the work area.
- Mask and cover walls floors and contents of the repair area for acoustical ceiling drywall repair.
- Install approximately (5) sq. ft. of 5/8" sheetrock to the opened area of the living room ceiling.
- Scrape back and feather edge approximately (8) sq. ft. of existing acoustical ceiling texture.
- Tape and top new living room ceiling drywall repair area.
- Apply a machine spray acoustical texture to the repair area and blend with the existing to match as closely as possible.
- Clean the work area and dispose of all acoustical ceiling repair debris.
- Move and shift contents of the living room area as needed for painting of the entire living room acoustical ceiling.
- Mask and cover the entire floors, walls and contents of the living room for painting of the entire living room acoustical ceiling.
- By use of an airless sprayer, spray paint the entire living room ceiling with Kelly Moore 100% Acrylic Interior Flat Acoustic White Paint. **NOTE: Because acoustical ceilings discolor with age, the new painted living room acoustical ceiling may appear brighter than those that remain. No costs are included for painting of additional acoustical ceiling areas at this time.**
- Clean the work area and dispose of all painting related debris.

Cost to be added to the contract:

\$ 1,961.98

Added time to complete the project:

Approximately 3 days.

Effect on schedule of progress payments:

Due upon receipt.

Acceptance of Proposal

The above price, specifications and conditions are satisfactory and hereby accepted. Murray Construction Services, Inc. is authorized to perform the above scope of work.

Authorized by:

Date of Acceptance:

9-21-14