



Work Order Signature Document

EZIQC Contract No.: CA-R5-GB01-123021-TSW

New Work Order **Modify an Existing Work Order**

Work Order Number.: 117742.00 Work Order Date: 06/21/2023

Work Order Title: San Leandro Belt Filter Press Room Renovation

Owner Name: PACIFIC SOUTH - City of San Leandro Contractor Name: T&S Intermodal Maintenance, Inc. DBA T&S Wes

Contact: Hayes Morehouse Contact: Travis Collins

Phone: 510-577-3437 Phone: _____

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R5-GB01-123021-TSW.

Brief Work Order Description:

San Leandro Belt Filter Press Room Renovation.
See attached.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$242,693.14

Owner Purchase Order Number:

Approvals

PACIFIC SOUTH - City of San Leandro Date Contractor Date

Detailed Scope of Work

To: Travis Collins
T&S Intermodal Maintenance, Inc. DBA T&S
West
PO BOX 1592
Linden, CA 95236
No Data Input

From: Hayes Morehouse
PACIFIC SOUTH - City of San Leandro

835 East 14th Street
San Leandro, CA 94577
510-577-3437

Date Printed: June 21, 2023

Work Order Number: 117742.00

Work Order Title: San Leandro Belt Filter Press Room Renovation

Brief Scope: San Leandro Belt Filter Press Room Renovation.
See attached.

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached

Subject to the terms and conditions of EZIQC Contract **CA-R5-GB01-123021-TSW**.

Contractor

Date

PACIFIC SOUTH - City of San Leandro

Date

Contractor's Price Proposal - Summary

Date: June 21, 2023

Re: IQC Master Contract #: CA-R5-GB01-123021-TSW
Work Order #: 117742.00
Owner PO #:
Title: San Leandro Belt Filter Press Room Renovation
Contractor: T&S Intermodal Maintenance, Inc. DBA T&S West
Proposal Value: \$242,693.14

Section - 01	\$5,334.78
Section - 05	\$2,063.55
Section - 06	\$5,691.74
Section - 07	\$5,072.79
Section - 08	\$4,894.54
Section - 09	\$6,336.66
Section - 13	\$204,069.12
Section - 26	\$8,735.92
Section - 41	\$494.04
Proposal Total	\$242,693.14

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 56.08%

Contractor's Price Proposal - Detail

Date: June 21, 2023

Re: IQC Master Contract #: CA-R5-GB01-123021-TSW
 Work Order #: 117742.00
 Owner PO #:
 Title: San Leandro Belt Filter Press Room Renovation
 Contractor: T&S Intermodal Maintenance, Inc. DBA T&S West
 Proposal Value: \$242,693.14

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 23 00 0030		MO	60' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	\$4,171.57
				Installation	
				Quantity	Unit Price
				1.00 x	3,084.11 x
					Factor =
					Total
					4,171.57
				lift for panel installation on roof and walls	
2	01 74 19 00 0016		EA	40 CY Dumpster (5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,163.21
				Installation	
				Quantity	Unit Price
				1.00 x	859.98 x
					Factor =
					Total
					1,163.21
				demo building	
Subtotal for Section - 01					\$5,334.78
Section - 05					
3	05 12 23 00 0004		TON	>30-65 LB/LF Beams, Girders And Columns	\$2,063.55
				Installation	
				Quantity	Unit Price
				0.00 x	5,185.64 x
					Factor =
					Total
					0.00
				Demolition	
				Quantity	Unit Price
				2.00 x	762.81 x
					Factor =
					Total
					2,063.55
				18" crane beam weighs 65 lbs/ft x 60' = 3900 lbs or 2 tons for demo per San Leandro request	
Subtotal for Section - 05					\$2,063.55
Section - 06					
4	06 11 16 00 0174		LF	2" x 6" Wood Blocking To Concrete	\$5,691.74
				Installation	
				Quantity	Unit Price
				400.00 x	7.27 x
					Factor =
					Total
					3,933.36
				Demolition	
				Quantity	Unit Price
				400.00 x	3.25 x
					Factor =
					Total
					1,758.38
				Block and brace existing water and electrical lines that are strapped to existing girt frames, that need to stay while we demo the building. Remove blocking/bracing and reset lines once building is placed back together.	
Subtotal for Section - 06					\$5,691.74
Section - 07					
5	07 18 13 00 0016		SF	Two Component Epoxy Rust Inhibiting Primer E-5388	\$5,072.79
				Installation	
				Quantity	Unit Price
				1,280.00 x	2.93 x
					Factor =
					Total
					5,072.79
				320SF per beam x 3 beams = 1280 SF total	
Subtotal for Section - 07					\$5,072.79
Section - 08					
6	08 13 13 13 0018		EA	3' x 7' x 1-3/4", 20 Gauge, Level 1 Standard Duty, Honeycomb Core, Hollow Metal Door	\$1,156.61
				Installation	
				Quantity	Unit Price
				1.00 x	791.48 x
					Factor =
					Total
					1,070.56
				Demolition	
				Quantity	Unit Price
				1.00 x	63.62 x
					Factor =
					Total
					86.05

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117742.00
Work Order Title: San Leandro Belt Filter Press Room Renovation

Section - 08

7	08 13 13 13 0018	0099	MOD	For Baked Enamel Finish, Add						\$295.35	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1.00	218.36	1.3526		295.35		
					x	x					
8	08 33 23 11 0029		EA	12' x 10', 24 Gauge Galvanized Steel Overhead Coiling Door, Chain Lift						\$3,442.58	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1.00	1,630.90	1.3526		2,205.96		
					x	x					
				Demolition	Quantity	Unit Price	Factor	=	Total		
					1.00	914.26	1.3526		1,236.63		
					x	x					
				labor only to adjust and reset, as needed, the existing overhead door with new building							

Subtotal for Section - 08 **\$4,894.54**

Section - 09

9	09 01 90 52 0025		SF	Exterior Coating Blistered Pitted, Rust, Commercial Blast, Metal Surfaces, Surface Preparation						\$3,324.15	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1,280.00	1.92	1.3526		3,324.15		
					x	x					
				clean rust on existing red iron prior to painting with rust inhibitor primer and coat of paint. 320SF per beam x 3 beams = 1280 SF total							
10	09 91 13 00 0330		SF	2 Coats Paint, Brush/Roller Work, Paint Metal Beams And Bar Joists						\$3,012.51	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1,280.00	1.74	1.3526		3,012.51		
					x	x					
				paint beams after applying rust inhibitor							

Subtotal for Section - 09 **\$6,336.66**

Section - 13

11	13 00 00 00 0001		LS	Butler Building Shell & Framing Material Only						\$136,108.49	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1.00	100,627.30	1.3526		136,108.49		
					x	x					
				NPP							
12	13 34 19 00 0042		GSF	20' Eave Height, Up To 30' Long, >40' To 50' Wide Clear Span Tapered Beam Frame Building With 26 Gauge Roofing And Siding						\$57,190.63	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1,800.00	16.31	1.3526		39,709.63		
					x	x					
				Demolition	Quantity	Unit Price	Factor	=	Total		
					1,800.00	7.18	1.3526		17,481.00		
					x	x					
				2400 SF Butler Building, labor only. Red iron is being reused, so we are providing a 25 % reduction in quantity, in order to offset the labor difference							
13	13 34 19 00 0111		EA	Single Door, Metal Frame Rough Opening						\$855.60	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1.00	513.53	1.3526		694.60		
					x	x					
				Demolition	Quantity	Unit Price	Factor	=	Total		
					1.00	119.03	1.3526		161.00		
					x	x					
				single door							
14	13 34 19 00 0114		EA	12' x 12' Overhead Door, Metal Frame Rough Opening						\$1,590.75	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1.00	1,027.29	1.3526		1,389.51		
					x	x					
				Demolition	Quantity	Unit Price	Factor	=	Total		
					1.00	148.78	1.3526		201.24		
					x	x					
15	13 34 19 00 0117		EA	>12 To 18 SF, Window Opening, Metal Frame Rough Opening						\$930.05	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1.00	552.32	1.3526		747.07		
					x	x					
				Demolition	Quantity	Unit Price	Factor	=	Total		
					1.00	135.28	1.3526		182.98		
					x	x					
				5x5 opening for belt line							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117742.00
Work Order Title: San Leandro Belt Filter Press Room Renovation

Section - 13

16	13 34 19 00 0130	LF	Vented Ridge Vent For Standing Seam Roof						\$1,586.60	
			Installation	Quantity	Unit Price	Factor	=	Total		
				60.00	19.55	1.3526		1,586.60		
			ridge vent in replacement of air exhausters							
17	13 34 19 00 0181	EA	4' x 3' Fixed Louver						\$1,632.62	
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	603.51	1.3526		1,632.62		
			2ea - back wall louvers for additional air							
18	13 34 19 00 0194	LF	Pre-Engineered Standard Type Gutter, Painted						\$2,322.68	
			Installation	Quantity	Unit Price	Factor	=	Total		
				120.00	11.65	1.3526		1,890.93		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				120.00	2.66	1.3526		431.75		
			60LF faces on 2 sides = 120							
19	13 34 19 00 0195	LF	Pre-Engineered Standard Type Downspout, Painted						\$1,851.71	
			Installation	Quantity	Unit Price	Factor	=	Total		
				100.00	9.97	1.3526		1,348.54		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				100.00	3.72	1.3526		503.17		
			60 LF on front and 40 LF on back							

Subtotal for Section - 13 **\$204,069.12**

Section - 26

20	26 05 29 00 0006	EA	>1' To 2' Length x 1-5/8" Wide x 1-5/8" High, 14 Gauge, Steel Unistrut Channel						\$927.21	
			Installation	Quantity	Unit Price	Factor	=	Total		
				30.00	18.33	1.3526		743.79		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				30.00	4.52	1.3526		183.41		
21	26 05 33 13 0038	CLF	3/4" Rigid Galvanized Steel (RGS) Conduit Assembly With 2 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, terminations, straps, wire as indicated. Not for use where detail is available.						\$4,230.79	
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.40	1,079.72	1.3526		3,505.03		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				2.40	223.57	1.3526		725.76		
			run partial new wiring and piping for new lights							
22	26 56 19 00 0302	EA	4' Long, 5,200 Lumens, 40 Watt, Vapor Tight Dimmable LED Fixture (Sylvania VAPOR1B/040UNVD840/48EC/GR/D)						\$3,577.92	
			Installation	Quantity	Unit Price	Factor	=	Total		
				6.00	413.29	1.3526		3,354.10		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				6.00	27.58	1.3526		223.83		
			vapor tight surface mount lights to replace existing							

Subtotal for Section - 26 **\$8,735.92**

Section - 41

23	41 22 23 13 0014	EA	2,000 LB Capacity, Electric Industrial Chain Hoist						\$494.04	
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.00	4,719.06	1.3526		0.00		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				1.00	365.25	1.3526		494.04		
			demo chain hoist crane lift							

Subtotal for Section - 41 **\$494.04**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 117742.00

Work Order Title: San Leandro Belt Filter Press Room Renovation

Proposal Total

\$242,693.14

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The Percentage of NPP on this Proposal: 56.08%

Subcontractor Listing

Date: June 21, 2023

Re: IQC Master Contract #: CA-R5-GB01-123021-TSW
Work Order #: 117742.00
Owner PO #:
Title: San Leandro Belt Filter Press Room Renovation
Contractor: T&S Intermodal Maintenance, Inc. DBA T&S West
Proposal Value: \$242,693.14

Name of Contractor	Duties	Amount	%
eziQC - T&S Intermodal Maintenance Inc DBA T&S Wes		\$242,693.14	100.00



Scope of Work

Project Description: City of San Leandro
Metal Building- Rehabilitation
Date: June 5, 2023
Contractor: T & S West

T & S West (T & S) is pleased to submit a Detailed Scope of Work for the above referenced project. Scope based per job walk with Hayes Morehouse on 05/10/23.

Inclusions:

1. Demolition/Clean

- a. Remove all metal panels, z purlins, girts, and roof.
- b. Remove and dispose of crane and attached I-Beam from facility.
- c. Pressure wash all existing red iron steel (I beams).
- d. Block and brace existing conduit, piping, etc. during demolition work.

2. Installation

- a. New galvanized z purlins and girts throughout building.
- b. New metal panels on 3ea sides of building.
- c. New metal building skylight panels on roof- 4ea.
- d. Add ridge vents on roof, in lieu of old ventilation.
- e. Add gutter to front and back of building.
- f. Place rust inhibitor in red iron I-Beams, and paint after rust inhibitor coat.
- g. Add 2ea wall vents to back western wall of facility, approx. 2'x3' each.
- h. Replace electrical conduit, as needed and install 4ea new lights

Clarifications:

1. Metal building price is valid through June 29, 2023. Any increases in pricing shall be compensated by a supplemental change order to compensate for the price increase.
2. Keep existing red iron steel, concrete foundation, and tie rods.
3. Painting of the new metal building is **excluded**. All new metal shall be galvanized and/or enamel coated from factory.
4. This proposal is based on performing all work in one move in for all operations, during normal working hours 7am-4pm, Monday through Friday, unless otherwise stated above. We would be happy to discuss alternatives for scheduling, if other requests are needed.
5. Owner to provide staging area directly adjacent for work.

T & S West

P O Box 1592 Linden, CA 95236 Office: (209) 942-1360 Fax: (209) 942-1368



6. Owner is responsible for having work areas clear of all material, equipment, furniture, appliances, fixtures, etc. prior to mobilization and during work.
7. Bid subject to buildings and work areas being clear and accessible to personnel, material, and equipment for the entire length of work.
8. Owner expressly acknowledges that Contractor is a licensed contractor authorized to perform work provided in this Contract and that the Contractor is not an engineer or a design consultant. Proposals made by Contractor with respect to work to be performed are made solely for the consideration of Owner and Owner's design engineer or design consultant, who shall be solely responsible for determining whether any such work proposed by Contractor is, or will be, adequate to satisfy the needs and or purposes of the Owner. Except as expressly provided in this Contract, no warranty or representation of any kind or nature with respect to any such proposal. Warranty with respect to fitness for any purpose or use is expressly disclaimed to the fullest extent of the law.

Exclusions:

1. Building Design, Engineering, and Permitting
2. Signage, eyewash, wall hangers, etc. for removal and replacement/resetting
3. Temporary utilities (heat, power, water, lights).
4. This proposal specifically excludes: shop drawings; LEED certification; engineering or architectural services; as-built plans; engineered survey; all permits and fees; inspection fees; costs for testing, handling and/or removing any hazardous/contaminated materials; SWPP Plans, monitoring or installation.
5. Items of work not specifically mentioned above and in proposal.

Travis Collins
T & S West
Construction Manager
805-215-8694 Cell
estimating@tandsinc.us

T & S West

P O Box 1592 Linden, CA 95236 Office: (209) 942-1360 Fax: (209) 942-1368

Contractor's Non-Prepriced Worksheet

Date: 6/20/2023

Re: Job Order 117742.00

Title San Leandro Belt Filter Press Room Renovation

SECTION	ITEM	UOM	DESCRIPTION			
13 00 00 00 0001		LS	Butler Building Shell & Framing Material Only			
Install Price:	100,627.30	X	Install Quantity:	1.00	=	Install Total: \$100,627.30
					X	Factor: 1.3526
					=	Line Item Total: \$136,108.49

For Work Performed with the Contractor's Own Forces:

- A. _____ Direct Labor Costs through Foreman Level
(Current Prevailing Wage Rate + Published Fringe Benefits)
 - B. _____ Direct Material Costs (Supported by 3 Quotes)*
 - C. _____ Direct Equipment Costs (For Equipment **NOT** in the CTC)
- Total Cost for Self-perform NPP Work Task =
 _____ (A+B+C) x Non-Prepriced Work Task Adjustment Factor

***Material Cost Quotes**

(Attach quotes from listed suppliers/subcontractors. A Justification Letter must be attached if 3 quotes are not furnished.)

- 1. Butler Metal Building Sales and Parts \$ 100,627.30
- 2. _____ \$ _____
- 3. _____ \$ _____

For Work Performed By Subcontractors:

- G. _____ Subcontractor Costs**
(Supported by Quotes) (This Should be the Price Entered into PROGEN)
- H. 1.3526 Contractor's Non Pre-Priced Adjustment Factor
- I. _____ Total Price for NPP Items being Performed by Subcontractors = G x H

****Subcontractor Cost Quotes**

(Attach quotes from listed suppliers/subcontractors. A Justification Letter must be attached if 3 quotes are not furnished.)

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____

Convert to Unit Price

Price Reduction

1 message

Michael Achkar <mikeachkar@gmail.com>
To: Travis Collins <tcollins@tandsinc.us>

Tue, May 30, 2023 at 10:50 AM

Take 10% off of the Butler to help with project.

--

Michael Achkar**Butler® Metal Building Sales and Parts**

A Division of AM Star Construction, Inc.

Design • Engineering • Fabrication • Construction

Direct: 408.691.6002

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10% discount, per email sent
05/30/2023 = 99,945.85 x 10.75%
sales tax = 110,690.03 x 10%
discount = \$100,627.30



Your Top Choice for Butler® Metal Building Sales, Engineering, and Erection

May 26, 2023

Larry Lazzarinni
14645 Highway 9
Boulder Creek, CA 95006
650.279.4120

New Butler Building Secondary Framing and Accessories

Dear Mr. Collins

AM Star Construction, Inc. is pleased to submit this estimate to proceed with the Detailing and components for your existing BUTLER® Building as per the plans and specifications generated by our office and incorporated with AM Star General Terms and Conditions, Home Improvement Contract Specifications, AM Star Estimating Notes, Metal Building Manufacturer’s Association Common Industry Practices (most recent edition), BUTLER® standard terms and conditions, BUTLER® Unit Price Report, estimating notes, and proposal exhibits. This proposal will take precedence over any bid plans or specifications provided and shall be incorporated into any purchase order or agreement signed. BUTLER® Components must be released for fabrication within two weeks from engineering completion to avoid any material price escalations. It is further understood and agreed that in the event material, equipment, labor, or subcontract prices escalate past what was used to make this estimate an equitable adjustment shall be made. This is a production order and will not be clarified or put on production hold. The following complete scope of work is included:

Table with 2 columns: Description and Amount. Rows include Construction Management, Engineering, Planning and Permits; Butler Detailing as per Unit Summary; Butler Component Fabrication; and Certified Butler Erection. Total amount is \$99,945.85.

Project Notes: Detail Scheduling: to be determined at time of order entry.

All Permits, City Fees, Additional Freight, Special Inspections and Sales Tax are not included.

This estimate is valid for 10 days from the date of quotation and must be accepted by End Customer. Price based on clear, compacted, flat site access to and 25’ around slab drivable with 2 wheel fork lift with perimeter ramp, Dumpster provided by Owner, No Grading work included past +/- .1 ft or repair/cleaning of landscaping or hardscape included. This quote does not include any field welding or field painting or touch up per MBMA 4.2.4. Shop primer included is for transport only. Anchor bolts and correction of are not part of this proposal and shall be verified by Owner prior to mobilization. Anchor Bolts part of foundation cost not provided by Building Manufacturer. The unloading and storage of Building Materials shall be additional to

this estimate if required. It is the responsibility of the Owner to verify all materials within 3 days of delivery for damage and completeness per the bill of lading. After this time, acceptance of product as ordered shall be without claims. Only standard building products are provided by manufacturer.

CONTRACTORS BOARD NOTICE

“CSLB is the state consumer protection agency that licenses and regulates construction contractors. 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. 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. For more information: VISIT CSLB’s website at www.cslb.ca.gov CALL CSLB at 1-800-321-CSLB (2752) WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826”

Our proposal is based on our Building Professional’s interpretation of the information given by you including state and local building codes and regulations as they apply to your product ordering. The end customer is responsible to obtain his own building permits and governmental approval as part of this proposal. AM Star Construction is not hired as the architect of record or engineer of record for this project. Additional engineering may be required by others to obtain governmental approval. It may become necessary, however, during the approval process by you and the governing code authorities to alter certain design criteria not clearly defined as applicable to your product. All engineering provided is for the use of AM Star Construction, Inc. alone for fabrication of components. All project designs shall be based on a Risk Category 2 with a default site class of “D” soil condition for engineering purposes. It is the end customer’s responsibility to verify all building codes and loads prior to engineering. Changes from these classifications will require a redesign which is not included. Any cost changes resulting from these alterations will be documented and billed on time and material or a signed change order in advance. Contractor shall not participate in prevailing wage, Certified Payroll requirements, or Davis Bacon Act and bill the following for T and M billings only: Project Manager \$225 per hour, Superintendent \$150 per hour, Foreman \$95 per hour, Journeyman \$85 per hour, Apprentice \$75 per hour. Payment on a Time and Material basis shall be defined as reimbursement of all material, equipment, subcontract, standard labor rates, subsistence, and other costs plus a 30% office overhead charge. Allowances are not guaranteed prices rather minimum prices only for material, labor, equipment, subcontract and other in which final pricing shall be forthcoming on a T and M Basis or an approved change order if above allowance. Extensive pricing, design and selection assistance by Owner required by Project Manager shall be added to total cost of Allowance at \$225 per hour plus any other costs. Concrete Anchor Rod Corrections installed by others shall be a minimum charge of \$500 each. Remobilization shall be charged at a minimum of \$1,000 per incident. Forklift use and idle time shall be billed out at \$500 per day. Extended general conditions due to delay by others shall be determined on a time and material basis. Hindered site access and lack of site weatherization by others may increase erection by more than 50%. Any reference to arbitration in any document is to be omitted from this agreement. There is a 30% cancellation fee on each line item above including allowances and deposits are non-refundable. Owner will provide reasonable evidence that financial arrangements have been made to fulfill financial obligations within 3 days of signing this agreement and throughout the project upon written demand from Contractor. AM Star is not responsible for damage or theft of material once delivered to site whether installed or not. All material shortages and damages must be reported within 3 days from delivery by owner. After such time, it shall be determined all materials were delivered per bill of lading without damage. Excess materials are typical and the property of the Building Manufacturer or AM Star and are not refundable. These materials will either be disposed of at site dumpster provided by Owner or at the option of the Manufacturer or AM Star taken back. No attachment materials or custom shapes shall be provided by AM Star or Manufacturer.

Warranty is direct with Building Manufacturer. There are no liquidated or consequential damages as part of this proposal or attorney fees. In the event steel prices escalate past what is used to derive this contract estimate an equitable adjustment or surcharge shall be added to this order payable by Owner in advance. All claims, disputes and matters in question arising out of, or relating to this Contract or the breach thereof, exceeding the jurisdictional limits of Small Claims Court, shall be submitted to, and settled by applicable court of law in which venue shall be Santa Clara County. Any reference to arbitration included in any other document shall be omitted and deleted from this contract. It is further agreed that any dispute shall be mediated before any lawsuit is filed within 14 days of claim. In the event the parties become involved in litigation or arbitration with each other arising out of this Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, each party will be responsible for the cost of its participation in such proceeding, including the costs incurred for attorney's fees, expert fees, court fees, filing fees, and any other directly applicable charges. Owner hereby waives any claims against Contractor for consequential damages arising out of or related to Contractor's performance under this Contract. This waiver includes claims for damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, for any loss of management or employee productivity or of the services of such persons, punitive damages or damages for emotional distress. AM Star Construction, Inc. may terminate the Contract if the Work is stopped for a period of ten (10) consecutive days through no act or fault of Contractor or person performing any portion of the Work under direct or indirect contract with Contractor, for any material breach of this Contract by Owner, or for any of the following reasons: (a) the issuance of an order of a court or other public authority having jurisdiction requiring Work to be stopped; (b) an act of government, such as a declaration of national or state emergency, requiring Work to be stopped; (c) Owner's default of any payment obligation under this Contract; (d) Owner's failure to furnish Contractor promptly, upon Contractor's request, reasonable evidence of ability to pay as required by Article IV.E, above; (e) Owner's failure or refusal to furnish Contractor with access to the job site and/or product selections or information necessary for the advancement of Contractor's work. Upon stopping work on the project, the Contractor shall give Owner written notice of the nature of Owner's default and must provide Owner a ten (10) day period in which to cure this default. If, after ten (10) days from receipt of the Notice of Default, Owner has failed to cure his default, then Contractor may, without prejudicing any other remedies Contractor may have, give written notice of termination of the Agreement to Owner and demand payment for the value of all completed work, supervision, estimating time, and materials ordered through the date of work stoppage plus 30% overhead and profit, and the loss sustained by Contractor, for Contractor's Profit and Overhead at the rate of thirty percent (30%) on the balance of the incomplete work under the Contract. Thereafter, Contractor shall be relieved from all other contractual duties, including all punch list items and warranty work. This agreement shall be governed and construed in accordance with the laws of the State of California and any litigation hereunder shall be brought in the appropriate court of law situated in the city of San Jose, California located in the County of Santa Clara, California. In case one or more of the provisions of this Contract or any application thereof shall be invalid, unenforceable, or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby.

Terms of Payment: 100% Due at start of Detailing, 100% Due at Release for Fabrication. No retention on Materials. All other work shall be billed progressively. All invoices are due upon receipt of invoice plus 18% interest per year plus legal and collection fees.

Your approval in the space provided below is a binding and formal contract with AM Star Construction, Inc. for the product order above. No other signatures required. Thank you in advance for your business, patronage, and friendship.

Michael Achkar

Accepted: _____ Date: _____

AM Star General Terms and Conditions

AM Star Construction, Inc. 2315 South Bascom Avenue, Suite 200 • Campbell CA 95008
CSLB # 796683

CONTRACTORS BOARD NOTICE

“CSLB is the state consumer protection agency that licenses and regulates construction contractors. 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. 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. For more information: VISIT CSLB’s website at www.cslb.ca.gov CALL CSLB at 1-800-321-CSLB (2752) WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826”

ARTICLE I: CONTRACT DOCUMENTS

- A. The Contract Documents shall consist of this Contract, the most recent edition of the Associated General Contractors of California, Inc. form AGCC-1, AGC Standard Form Prime Contract Between Owner and Contractor entire content of which is hereby incorporated into this Contract by this reference and a copy of which is obtainable either from Contractor or the AGC, any supplemental, special or other conditions, drawings, specifications, contractor estimating notes, and addenda issued prior to the execution of this Contract, as well as all change orders, modifications and amendments issued after the execution of this Contract.
- B. The Contract Documents are intended to be complementary and what is required by any document shall be binding as if required by all. Performance by Contractor shall be required only to the extent consistent with the Contract Documents, and, to the extent that any of the Contract Documents are inconsistent with this Contract, the terms and conditions of this Contract shall take precedence and are deemed to control the agreement between the parties.
- C. Notwithstanding, however, the requirements of Article I.B, above, or any rule of contract construction to the contrary, the specific is deemed to control the general, and the typed or handwritten terms are deemed to prevail over the printed. In case of conflict between the specifications and drawings, the specifications shall govern.
- D. This Contract and the Contract Documents contain the entire agreement between the parties and supersede all prior or contemporaneous written or oral communications. This Contract may not be changed or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such change or termination is sought.

ARTICLE II: SCOPE OF WORK

A. DESCRIPTION OF THE WORK TO BE DONE, INCLUDING MATERIALS AND EQUIPMENT TO BE USED OR INSTALLED SHALL BE PER THE BID DOCUMENTS REFERENCED IN ESTIMATE. ANY ITEMS NOT INCLUDED IN THE BID PLANS OR ESTIMATING NOTES SHALL NOT BE INCLUDED.

B. STANDARD EXCLUSIONS: Unless specifically included in the description of work as provided in Article II.A, above, or in estimating notes attached hereto, this Agreement does not include labor or materials for the following work (any exclusions in this paragraph that have been lined out and initialed by the parties do not apply to this Contract):

1. Removal and disposal of any materials containing asbestos (or any other hazardous material as defined by the EPA). Any asbestos removal will be handled on a Time and Material basis, as defined herein, and is not a part of this Contract unless otherwise specified.
2. Moving Owner's property and furniture around the site.
3. Labor or materials required to repair or replace any defective Owner-supplied materials.
4. Repair of concealed underground utilities damaged during construction but not located on prints or physically staked out by Owner. Owner is solely responsible for locating and providing all utility service tie-ins. Contractor is not responsible for service tie-ins outside the footprint of the production unit. All service connections will use existing utilities, and no utility service upgrades, or separate metering are included in the Work.
5. Surveying that may be required to establish accurate property boundaries for setback purposes (*e.g.* fences and old stakes may not be located on actual property lines), and any soils testing for compaction indexes.
6. Post-construction cleaning (Contractor agrees to leave site in "broom swept" condition only).
7. Landscaping or any irrigation work of any kind.
8. Correction of existing out-of-plumb or out-of-level conditions in any existing structure. Contractor will match to existing as He seems reasonable to without the Owner's authority in advance.
9. Correction of concealed substandard framing.
10. Rerouting/removal of vents, pipes, ducts, structural members, wiring, conduits, or steel mesh which may be discovered in the removal of walls or the cutting of openings in walls.
11. Removal, repair, or replacement of existing rot or insect infestation.
12. Failure of the adjacent or surrounding part of any existing structure during construction, such as plaster or drywall cracking and popped nails in adjacent rooms, blockage of pipes or plumbing fixtures caused by loosened rust.
13. Repair or replacement of any vehicle tires, or other property caused by building materials such as nails, staples, tacks, etc.
14. Exact matching of existing finishes is not warranted by Contractor.

15. Smooth wall drywall texturing is an allowance. Any such work will be handled on a Time and Material basis only.
16. Repair of damage to existing roads, sidewalks, driveways and landscaping that occurs when construction equipment and vehicles are used in the normal course of construction.
17. Waterproofing of project location during construction or damage caused by inclement weather.
18. Any reproduction of plans, specifications, and other Contract Documents is the sole responsibility of Owner and/or Architect, the cost of which will not be incurred by Contractor, but rather will be billed on a Time and Materials basis.
19. Owner is solely responsible for providing keys and re-keying door locks during and after construction.
20. Removal of foundation and concrete spoils are specifically excluded from Contractor's scope of Work.
21. Building permits, city fees and/or deposits, and the cost of any plan check or review is the responsibility of Owner including special testing inspections of concrete, welding, compaction, soil testing, etc...
22. Grading greater than +/- 1/10 foot and site drainage. Any removal or excavation of hard rock or dirt is excluded and shall be handled on a time and material basis.

ARTICLE III: COMMENCEMENT AND COMPLETION

- A. Substantial Commencement & Substantial Completion. The Contractor shall be deemed to have substantially commenced the work upon signing of contract or when Contractor commences mobilization for the Project, including, but not limited to, Contractor's placement of a project sign at the job site, the date when any materials are delivered to the job site, or any labor is performed on site or in the office, whichever occurs first. The Work shall be deemed to be substantially completed when the Project can be used by the Owner for its intended purposes. Inspections, Certificate of Occupancy, and final punch list items may still be in progress after the date of substantial completion.
- B. The date of substantial commencement shall be within two weeks of notification from Owner. The Project work shall commence uninterrupted by the Owner or his agents and give continuous access. Delays and adjustments for delays caused by: inclement weather, accidents, additional time required for performance, pricing, and approval of change order work (as specified in each Change Order), delays caused by Owner, and other unavoidable delays beyond the control of AM Star Construction Inc., including the availability of supplies and materials. Float time is considered property of AM Star Construction Inc. Any reference to Owner delay not being excusable if Owner not notified shall be omitted including any reference to liquidated damages specifically but not limited to section 16.2 and 16.4 of AGC Standard Form Prime Contract Between Owner and Contractor.

ARTICLE IV: PAYMENT

- A. Payment Terms. Owner agrees to pay Contractor all installments within five calendar days of each request for payment and to pay the full remaining balance owed under this Contract immediately upon substantial completion of the Work. Interest at the rate of 18% per annum, or 1.5% per month, shall accrue from the date each installment becomes due and from the date when Owner is notified by Contractor, either in writing or verbally, that the work is substantially complete and the full remaining balance is due.
- B. Payment Schedule. Owner agrees to make payments to Contractor draw schedule as per bid proposal acceptance.
- C. If at any point the Owner is in default of payment for the Work provided in this Contract, a lien may be put on the property until all debt is paid in full.
- D. If progress payments are to be made through a Construction Lender, Owner represents that the construction loan fund is sufficient to pay the contract price and all extra work that may be ordered by Owner. Owner warrants that it will do everything possible to expedite payments. The Owner hereby irrevocably authorizes the Construction Lender to make all payments directly to the Contractor when due.
- E. Owner authorizes Contractor to initiate any credit inquiries, including obtaining consumer credit report(s) regarding Owner, and Owner may initiate pertinent credit inquiries regarding business payment records of Contractor. Owner shall, at the written request of Contractor, prior to the commencement of the Work and thereafter, furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, Owner shall not materially vary such financial arrangements without prior written notice to Contractor. Contractor maintains the right to require a payment bond from Owner.
- F. Release from liens. Upon satisfactory payment being made for the total completion of the job, the Contractor shall furnish to Owner a full and unconditional release from any claim or mechanics' lien pursuant to Section 3114 of the Civil Code for the completion of the Work for which payment has been made.

ARTICLE V: GENERAL CONDITIONS

A. Private Work Improvement. Owner represents and warrants that the Project and any Work to be performed under this Agreement, including any Change Orders, are for a private work of improvement, and are not as part of any public work as defined by Labor Code section 1720 et seq. governing the payment of prevailing wage rates on public works projects, and that the Project is not subject to enforcement by the Department of Industrial Relations (DIR), local prevailing wage requirements, the Davis Bacon Act, or any regulations promulgated thereunder. Contractor is not signatory to any Collective Bargaining Agreement or other union agreement, and its employees' wages and benefits are not based on any prevailing wage requirement. AM Star Construction, Inc. and its subcontractors do not include prevailing wage rates or the costs of compliance with any certified payroll requirements in estimating Lump Sum bid work. Contractor is not responsible for determining whether the Project is covered under any prevailing wage requirements. In the event that any claim or subsequent determination is made against Contractor or its subcontractors of any tier that the Project or the Work is either covered by or was subject to any prevailing wage or other payment or

reporting requirements for public works, Contractor shall be entitled to a Change Order from Owner for the costs of compliance with any such determination, and Owner further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless AM Star Construction, Inc. and its officers and employees from and against any liability arising therefrom, including all costs, losses, fines, penalties, and attorneys' fees.

B. **Changes in the Work.** The Contract Price does not include any of the Work described in the Standard Exclusions, Article II.D, above. The Owner may, from time to time, make changes to the Work described in this Contract, but any alteration or deviation from the original specifications involving extra time, costs of material, labor, planning, supervision, or other management will become an extra charge above the Contract Price. In the event the changes to the Work requested by the Owner involve extra charges, the Contract Price shall be appropriately adjusted based on the cost of additional materials and equipment, the price of additional labor based on Contractor's standard labor rates, and a cost mark up of thirty percent (30%) unless agreed to by a signed change order in advance guaranteeing a price. Extra or change order work, at the Contractor's request, shall be submitted in writing with authorization from the Owner or his agents requesting a change. Contractor's standard labor rates are as follows: Project Manager/Supervisor: \$225/hr, Standard Labor rates shall be at prevailing wage for the county being worked or minimum \$95 per hour or more. Payment on a Time and Materials basis shall be defined as reimbursement for all material costs, equipment costs, Contractor's standard labor rates as set forth above, and any other costs plus a thirty percent (30%) overhead charge. For purposes of pricing Time and Material Change Orders, Contractor shall use and Owner agrees to pay prevailing wage rates as the reasonable and fair hourly billing rates for labor. Owner agrees that Contractor's use of prevailing wage rates for pricing time and material Change Orders shall not constitute an agreement that prevailing wage rates are generally applicable to the Project, nor that Contractor (or its subcontractors and suppliers of any tier) are required to comply with any reporting or certified payroll requirement for the Project.

C. **Authorized Persons.** Michael Achkar and Kristine Achkar are Contractor's Representatives and shall be the only persons with authority under this Agreement to: (i) execute change orders; (ii) allow Owner additional time for performance of the Work; (iii) modify, supplement or terminate this Agreement; and (iv) do any other act which waives any right or privilege of Contractor under this Contract or the Contract Documents. Any of the foregoing acts not properly authorized by one of Contractor's Representatives shall not be binding upon Contractor. The Owner's agents are deemed to be: Owner's Landlord, Lender, Architect, Engineer, Designer, Manager, Equipment Supplier or family member (e.g., spouse), as well as any City Inspector or government employee.

D. **Assignment.** Owner may not assign this Contract, or payments due hereunder, without the prior written consent of AM Star Construction Inc. AM Star shall not be responsible for the performance of any Contractor which is hired direct to Owner.

E. **Notice.** Any notice required or permitted under this Contract may be given by facsimile transmission or certified or registered mail at the addresses contained in this Contract, but such address may be changed by written notice by one party to the other from time to time. If mailed, notice shall be considered received three days after deposited in the mail, postage prepaid. If sent by facsimile transmission, notice shall be considered received upon transmission.

F. **Concealed or Unknown Conditions.** The Owner agrees to make known to the Contractor, prior to the acceptance of the Contract, all information of which he or she is aware as to surface and subsurface conditions in the vicinity of the Work. The Contractor shall promptly notify the owner of (1) any subsurface or latent conditions at the site which were not disclosed by the Owner, or (2) previously unknown physical or other conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognizable by the Contractor in a site inspection prior to the

execution of the Contract. If such conditions cause changes to the Work involving extra time, costs of material, labor, equipment, planning, supervision, or management, then the proposal price shall be appropriately adjusted based on the cost of additional materials and equipment, Contractor's standard labor rates as set forth herein, and a markup of thirty percent (30%).

- G. Natural Disaster.** If the project is destroyed or damaged by any accident or natural disaster, fire, storm, flood, landslide, earthquake or subsidence, riot, war, Act of God, or by theft or vandalism, any work performed by Contractor in rebuilding or restoring the work shall be paid for by the Owner as an extra work order. It is agreed that if one of the above events occur and the project must be abandoned, the Contractor shall be paid the value of the work done plus 30% overhead or 30% of the full signed contract amount, whichever is more. In computing Contractor's costs under this section, supervision, estimating time, and ordered materials shall be included as refundable costs to Contractor.
- H. Safety & Security.** Contractor is not responsible for stolen, damaged, or misplaced materials or equipment of any kind. It is understood and agreed that Owner will be responsible to protect, direct, store and control all materials or equipment supplied by Owner for this project. It is the Owner's sole responsibility to direct the Work and to protect the equipment of any other contractors retained directly by Owner. Owner shall be solely responsible for safety of all children and pets, including keeping them out of the work area until final completion. Owner understands that pool, spa, and other gates and doors may be left open by Contractor during construction. Owner shall wear proper safety gear when entering the work area. When appropriate, Owner shall carry fire insurance, and "course of construction" insurance.
- I. Warranty.** The Contractor provides a limited one-year warranty on all workmanship. Contractor warrants to Owner that all materials and equipment furnished shall be of good quality, free from faults and defects. Contractor further warrants to Owner that the work will be performed in a good and workmanlike manner consistent with the level of workmanship ordinarily expected of other contractors performing similar work and in accordance with customarily accepted good and sound trade and professional practices and procedures for such work. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR HABITABILITY, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY ON CONTRACTOR'S PART.

What the Warranty Does Not Cover: This section identifies what is not covered by this warranty. Generally, these exclusions are problems which are caused by factors out of Contractor's control, or which are relatively minor and common in most projects.

This Contract does not include a warranty against normal wear and tear. For the purposes of this Agreement, the meaning of "normal wear and tear" shall include, without limitation, normal shrinkage (typically 1/4" to 1/2"), settlement, discoloration, or warping of material. No warranty is provided for natural deviations in Work or materials, such as the minor cracking of concrete, stucco and plaster, minor stress fractures in drywall due to the curing of lumber, warping and deflection of wood, shrinking/cracking of grouts and caulking, and fading of paints and finishes exposed to sunlight and weather.

Contractor is not responsible for repairing any part of the Work which Owner, Owner's employees, agents, representatives, or other contractors have modified or added to in any way, including attempted repairs. No warranty is provided by Contractor on any

materials furnished by the Owner for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by the Contractor within the dwelling. Contractor is not responsible for repairing any damage or defect caused by any act or omission of Owner, Owner's employees, agents, representatives, or other contractors, such as, but not limited to, Owner's failure to maintain the Work. It is further understood any mechanical equipment including but not limited to heating, ventilation, air conditioning, appliances, elevator, and escalator equipment shall be warranted direct by manufacturer in which Contractor is not responsible for.

One year after substantial completion of the Work, the Owner's sole remedy (for materials and labor) on all materials that are covered by a manufacturer's warranty is strictly with the manufacturer or subcontractor, not with the Contractor. Contractor will not be responsible or liable for any incidental, consequential or secondary damages or losses of any kind which may arise from, or out of, any defects covered by this warranty, including personal injury, damages to personal property, loss of use, or inconvenience.

J. Indemnification. With the exception that this subparagraph shall in no event be construed to require indemnification by Contractor to a greater extent than is permitted under the public policy of the State of California, Owner agrees to indemnify, defend and hold Contractor harmless from and against any and all claims, damages, loss or expense, including, but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to workmanship, bodily injury, sickness, disease or death, or to damage to or destruction of personal or tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of Contractor or anyone for whose negligence Owner is liable.

K. Design Responsibilities. Contractor is not an architect, engineer, or designer for your Project. Contractor is not being hired to perform any of these services. Contractor's design and engineering suggestions are merely options for contractor's product offering and that the Owner may want to review with the appropriate design professional. Contractor's suggestions are not a substitute for professional engineering, architectural, or design services, and are not to be relied on as such by Owner for governmental approval. If Owner requests that Contractor meet with Owner and/or architect or other design professionals to review the construction plans and specifications prior to completion of the final design documents, Contractor will perform this work on Time and Materials basis or by contract. Owner agrees to promptly furnish to Contractor all details and decisions about unspecified construction finishes and to consent to or deny changes in the Scope of Work that may arise so as not to delay the progress of the Work. Any and all engineering or design services contractor supplies are for the contractor's sole use alone and product offering. Additional design and engineering services may be required for governmental approval.

L. Subcontracts. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors and consultants.

M. Covenant Not to Solicit Subcontractors. Owner agrees that he will not directly or indirectly solicit, employ or contract with, nor will any of Owner's agents, employees or representatives solicit, employ or contract with, any of Contractor's employees, subcontractors and/or their employees, agents or representatives, to perform work on the Project for a period of five (5) years from the date of this Contract. Owner agrees to pay Contractor a fee equal to thirty percent (30%) of all monies paid by Owner to any such subcontractor, employee, agent or representative, resulting from Owner's direct or indirect solicitation for any work related to the Project. Contractor's General Liability Insurance does not cover other contractors, subcontractors, or individuals retained directly by Owner to perform work on the Project. Should Owner

retain any other contractor, subcontractor, or individual to perform work on the Project prior to the time the Notice of Completion is filed, Owner agrees to pay Contractor a fee equal to thirty percent (30%) of the amount paid to any such contractor, subcontractor, or individual.

N. Permits & Assessments. This Contract does not include the cost of coordinating or submitting for the permits, fees, and services referred to above. Contractor will coordinate any of these services and obtain any of the permits on Time and Material basis.

O. Access and Facilities. Owner agrees to furnish Contractor with continual access to the job site. No Project shall include phasing. If Owner requires phasing, the additional effort and time taken shall be billed to Owner. Owner will provide Contractor with toilet facilities, temporary power, temporary water, and proper security measures for the site such as locks and fencing as required. Owner will provide Contractor with a suitable location for Contractor to place a project sign.

P Allowances. Contractor is not responsible for unforeseeable increases in the price of materials, such as lumber, copper, and steel. In the event the price for any such material unexpectedly increases above the fair market value of the material as of the date of this Contract due to forces beyond Contractor's control, Owner agrees to equitably adjust the Contract Price to compensate Contractor for the difference in price. Allowances are budgets only and are minimum prices and not to be relied upon as a price guarantee of any kind and should not be relied upon. Final price adjustments will be made based on final selection with Contractor's standard time and material mark-up. Allowances are for material, labor, equipment, subcontracts and supervision unless specified otherwise.

Q Notice of Completion or Cessation. Owner hereby authorizes AM Star Construction Inc to record the Notice of Completion or Cessation for the Project with the County Recorder. Owner agrees not to file the Notice of Completion or the Notice of Cessation with the County Recorder prior to obtaining Contractor's written approval. In the event Owner does not obtain prior written approval from Contractor prior to recording the Notice of Completion or Notice of Cessation, the parties agree that the notice shall be void, and in no event shall Contractor be deemed to have waived or forfeited any rights to record a mechanics' liens or stop notice.

R Final Punch List. If corrective repair work remains to be accomplished after Substantial Completion, the Owner may submit one final punch list for completion by Contractor. Owner may withhold an amount equal to the cost to complete the items on the one final punch list from the Substantial Completion Payment or Draw until completion of said items. Upon Contractor's completion of the items on the one final punch list, Owner shall pay the balance of the contract sum to Contractor. Any items brought to Contractor's attention by Owner thereafter shall be treated and regarded as warranty items. Under no circumstances may Owner withhold final payment from Contractor for warranty items. In the event Owner refuses to furnish the one final punch list within five (5) days after Contractor's written request, Owner voluntarily waives his right to submit the one final punch list. All remaining items shall then be considered warranty items.

S. Insurance. Contractor's maintains the following insurance coverage:

General Liability: AM Star Construction, Inc. maximum liability including that of all its subcontractor's and agents shall be a combined limit not to exceed \$25,000.00 including attorney fees and court costs. Owner agrees to indemnify and hold harmless with a full release of any claims made from this contract.

Worker's Compensation: State Compensation Insurance Fund Policy Number 1658403
P.O. Box 807, San Francisco, CA 94101-0807

- T. Dispute Resolution.** The following paragraphs explain your remedies under this Contract. All claims, disputes and matters in question arising out of, or relating to this Contract or the breach thereof, exceeding the jurisdictional limits of Small Claims Court, shall be submitted to and settled by applicable court of law in which venue shall be Santa Clara County. Any reference to arbitration included in the AGC Prime Contract or any other document shall be omitted and deleted from this contract. It is further agreed that any dispute shall be mediated before any lawsuit is filed within 14 days of claim.
- U. Attorney's Fees.** In the event the parties become involved in litigation or arbitration with each other arising out of this Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, each party will be responsible for the cost of its participation in such proceeding, including the costs incurred for attorney's fees, expert fees, court fees, filing fees, and any other directly applicable charges. Cost of legal collection fees for outstanding payments or cancellation fees shall be paid to contractor plus interest.
- V. Waiver of Consequential Damages.** Owner hereby waives any claims against Contractor for consequential damages arising out of or related to Contractor's performance under this Contract. This waiver includes claims for damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, for any loss of management or employee productivity or of the services of such persons, punitive damages or damages for emotional distress.
- W. Right to Terminate Work.** Contractor may terminate the Contract if the Work is stopped for a period of ten (10) consecutive days through no act or fault of Contractor or person performing any portion of the Work under direct or indirect contract with Contractor, for any material breach of this Contract by Owner, or for any of the following reasons: (a) the issuance of an order of a court or other public authority having jurisdiction requiring Work to be stopped; (b) an act of government, such as a declaration of national or state emergency, requiring Work to be stopped; (c) Owner's default of any payment obligation under this Contract; (d) Owner's failure to furnish Contractor promptly, upon Contractor's request, reasonable evidence of ability to pay as required by Article IV.E, above; (e) Owner's failure or refusal to furnish Contractor with access to the job site and/or product selections or information necessary for the advancement of Contractor's work. Upon termination of the work on the project, the Contractor shall be paid the value of all completed work, supervision, estimating time, and materials ordered through the date of work termination plus 30% overhead and profit, and the loss sustained by Contractor, for Contractor's Profit and Overhead at the rate of thirty percent (30%) on the balance of the incomplete work under the Contract. Thereafter, Contractor shall be relieved from all other contractual duties, including all punch list items and warranty work.
- X. Validity.** In case one or more of the provisions of this Contract or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby.
- Y. Applicable Law and Venue.** This agreement shall be governed and construed in accordance with the laws of the State of California and any litigation hereunder shall be brought in the appropriate court of law situated in the city of San Jose, California located in the County of Santa Clara, California or mutually agreed otherwise.
- Z. Special Provisions:**
-

RE: T&S West Request for Material Quote- Steel building replacement in San Leandro

1 message

Ethan Law <EthanLaw@qec-inc.com>
To: Travis Collins <tcollins@tandsinc.us>
Cc: Randy Bese <rbese@tandsinc.us>

Thu, Jun 1, 2023 at 10:16 AM

Hi Travis,

Because we have an existing relationship with Butler I am actually able to see this quote and I can just let you know that for us to supply this material only we would be around **\$100K, probably just north of it.**

**Ethan Law**

Vice President

Phone: 707.746.1233 | Mobile:
707.372.1478

Email: ethanlaw@qec-inc.com

**Quality Erectors & Construction
Co., Inc.**

3130 Bayshore Rd | Benicia, CA 94510

DVBE and SB-PW registered with the CA Dept. of General Services(DGS) Certification #1059020

We're excited to announce our expansion to Huntington Beach!

From: Travis Collins <tcollins@tandsinc.us>
Sent: Thursday, June 1, 2023 9:33 AM
To: Ethan Law <EthanLaw@qec-inc.com>
Cc: Randy Bese <rbese@tandsinc.us>
Subject: Fwd: T&S West Request for Material Quote- Steel building replacement in San Leandro

Hello Ethan,

I wanted to follow up to this request, to make sure you received it. I called you yesterday, but your voicemail was full. Let us know if you need anything else from us to quote the material, we are hoping for a price this week.

I look forward to hearing back from you.

Travis Collins
T&S West- Stockton, CA
805-215-8694 Cell
estimating@tandsinc.us Quotes/Bids
tcollins@tandsinc.us Personal Email

----- Forwarded message -----

From: **Travis Collins** <tcollins@tandsinc.us>
Date: Tue, May 30, 2023 at 9:45 PM
Subject: T&S West Request for Material Quote- Steel building replacement in San Leandro
To: <EthanLaw@qec-inc.com>

Hello Ethan,

It was nice talking to you today about this project. I have attached a link to multiple pictures, the original arch plans, and a new example of Butler proposed plans.. Essentially, all purlins, girts, and panels need to be replaced for the entire metal building. The red iron and tie-rods will only remain (essentially a new building). Plan sheet labeled 7 of 12 gives a great layout of the dimensions of the existing building, and we verified dimensions in the field.

- Building size, per plan sheet- 40'(includes 10' overhang, see plans) x 60' x 17'11" H (small pitch in middle of red iron, 2-3 inches assumed)
- Purlins- 10ea, assumed to be 10.5" wide (please verify appropriate widths based on building size and dimensions) See picture image 8210.jpg for existing purlin staggering pattern
- Girts- 3ea, assumed to be 10.5". Roughly 7' for 1st girt and 5' for the next 2ea after
- 1ea 10'x12' overhead door
- 1ea 3'x7' door
- 1ea 5'x5' cut out for conveyor belt
- One 60' side is completely open

We look forward to receiving a material price from you on this project this week. Call me if you have any questions.

Talk to you soon.

Travis Collins
T&S West- Stockton, CA
805-215-8694 Cell
estimating@tandsinc.us Quotes/Bids
tcollins@tandsinc.us Personal Email

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