



MG Constructors & Engineers, Inc.
1057 Cochrane Road, Suite 160-300, Morgan Hill, CA 95037
CA License A/B 642058

MGCE21-332MG-RH

August 25th, 2021

Michael Castro, Owner
3348 Folsom Street
San Francisco, CA 94110

RE: Foundation Repairs Caused by Neighboring Tree Root Damage to Slab Foundation at 3348 Folsom Street, San Francisco, CA 94110

Scope of Work* per MGC&E Inspection August 13th, 2021	
Engineering and Permits:	
Professional Engineer Design Drawing, Job Layout, Site Visit, EOR Inspections	\$4,837.50
Permit Coordination, Building Permit Fee Allowance* and E.O.R. / Third Party Inspections	\$7,481.25
MEP Removal, Slab on Grade Demolition, Root Removal, Footing Excavation	
Mobilize Equipment, Sanitation, Temporary Facilities, Layout Jobsite, Mark Saw-Cut Lines	\$4,325.25
Remove Hot Water Heater/Piping, Cabinet by Doorway, Door for Access/Shelving, Fridge, etc.	\$2,076.15
Saw Cut Slab on Grade at Front +/-10' from O/H Door	\$1,475.06
Break, Load and Off Haul Slab on Grade to Recycler	\$6,189.81
Excavate, Cut and Remove Roots	\$1,478.53
Excavate and Off Haul Footings for Slab on Grade and Exterior Walkway	\$3,700.86
Install Footing Rebar Templates	\$ 986.90
Install Footing Rebar and Dowels to Existing Slab and Footings	\$6,285.05
Install Field Reinforcing	\$5,124.71
Install Screed Rails for Finishing	\$1,270.72
Place & Finish Concrete-Footings and SOG-Interior Garage/Storage & Exterior Walkway	\$14,196.56
Foundation Crack Repairs at Root Locations	\$1,292.25
Strip, Cure and Clean-Up	\$709.50
Reinstall Hot Water Heater/Piping, Cabinet by Doorway, Door for Access/Shelving, Fridge, etc.	\$2,503.50
Project Finalization	
Punch List, Demobilize, Clean Up, Final Inspection, Close Out Package	\$1,962.00
TOTAL COST	\$65,895.59

Clarifications: Engineering: Design includes structural/engineering drawing and details for noted work only.
Work Schedule: After issuance of signed agreement and deposit by Owner to start, approximately 6 weeks' time for engineering/calculations, permitting and construction completion time, pending city of San Francisco permit constraints with Covid 19. Start date to be coordinated with Owner, after receipt of signed proposal and 25% engineering, permit, and Materials deposit. Warrantee for one year on all above labor and material items.
 *Due to the age of the structure, and nature of this work, we recommend the owner maintain a 15% contingency of the total cost for unseen damages should they occur, or field conditions requiring additional work. Note: This work does not address any other work, except as shown above. Any added costs related to outside arborist fees or additional work if requested by other(s) are not excluded.

Terms:

1. This proposal is good for 30 days from date shown.
2. Once accepted, this Accepted Proposal becomes a legally binding contract. The provisions of this Accepted Proposal shall be interpreted under the laws of the State of California and the United States of America applicable in California.
3. MG Constructors & Engineers, Inc. (MGC&E), the Contractor, warrants to the customer that all materials and equipment supplied under this Accepted Proposal shall be new unless otherwise agreed and all work shall be completed in a professional manner, of good quality, and according to current standard practices and or the Building Code (CBC).
4. MGC&E and their affiliates assume no responsibility for prior work done by others

Phone (408) 842-5599 Fax (408) 842-5655
www.info@mgconstructors.net / www.mgconstructors.net



Gilroy, CA.
Lic# A/B 642058

5. Project will be billed every 2 weeks. All invoices are due upon receipt. A 2% late charge is applied after 15 days plus 1 1/2% per month (18% per annum) on unpaid balance. Any unpaid balance is actionable after 45 days and customer is liable for collection costs, suit costs, and attorney fees on unpaid invoices.
6. Time is of the essence regarding acceptance of this proposal and all obligations and duties arising upon acceptance.
7. Changes in scope of work resulting from additions, deletions, or revisions by the customer, differing site conditions, or other factors beyond Contractor's control that affect the cost of this proposal shall be agreed to by Contractor and customer before work is commenced that changes scope.
8. Work may be suspended if payment is not timely made by the customer, or if the scope of work is changed due to differing site conditions, changes by the customer, unavailability of construction materials at approximate cost used for this proposal, or other circumstances beyond Contractor's control.
9. Customer agrees to make the job site available to Contractor for the duration of work and Contractor agrees to make all work accessible at reasonable times for customer inspection.
10. If any person unnecessarily interferes with or inhibits Contractor's performance of this Accepted Proposal, customer grants Contractor the right to cause said person to be removed from the job site, or in the alternative, suspend or terminate work without penalty and receive legal and or equitable adjustment in this proposal price and or proposal time (if applicable), with all compensation due contractor under this Accepted Proposal being fully enforceable.
11. The customer may terminate this proposal at any time upon written notice to the Contractor. Upon termination, the Contractor shall be paid actual costs for work performed to termination, cost to terminate project including subcontractor termination charges, plus 20% of Contractor's actual and incurred costs.
12. If any provision of this Accepted Proposal is prohibited, limited, or held to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected and shall continue to be fully enforceable.
13. Any alteration or deviation from above specifications involving extra costs will be executed only upon written work order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.
14. Neither MG Constructors nor their affiliates assume any responsibility for any latent soil, structural, or other conditions that are not a part of this proposal. Proposed work conforms to Building Code (CBC), engineered drawings, or manufacturer's recommendations. These upgrades do not upgrade Uniform Building Code requirements from time of construction to current, except as addressed in this proposal.
15. MG Constructors & Engineers, Inc. is a California Licensed Engineering and Building Contractor, and follows the guidelines as established under California State Licensing Board (CSLB) and their governing jurisdictions. Contact: www.cslb.ca.gov or (800) 321-2752 for more information.
16. MG Constructors & Engineers is covered with general liability insurance and workers compensation insurances.
17. Landscaping in areas of work may be removed or potentially damaged, due to application of work. Landscaping and other unrelated finish work is not a part of this proposal.
18. Owner to supply power and water for the duration of work performed.
19. Unless specified in the scope of work, the terms of this contract exclude the following: soils testing and reports, special inspections, all underground demolition including piers, determination, handling or removal of contaminated materials, excavating or ripping of excessively wet materials or lime treating, rock excavation, unstable soils, removal of soil or debris from other trades, marking, location, and depth of existing utilities, unmarked private utilities (owner to provide locations and depths), pipe installation to run at a straight grade, delays not directly caused by contractors or its subcontractors, required plan or construction changes by the governing authority, damage to old, deteriorated or improperly installed phone, alarm, or electrical wiring, building code updates other than work being performed, relocation of utilities or obstructions in path of work, professional interior cleaning services, damage to existing asphalt, concrete, or other finish surfaces due to heavy equipment such as excavators, backhoes, etc., unpermitted work, open or expired permits.
20. **Payment: An Engineering/permit and materials procurement payment of 25% of total to be paid prior to start of work. Progress payment due every other week. Final payment is due at the time of successful completion. Any late payments may incur late fees. "Bill Pay Service" not an acceptable form of payment. All payments are to be remitted to the crew on-site or prearranged with the Office Manager.**

PRELIMINARY STATUTORY NOTICE TO OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity that helps to improve your property but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your structure, home, land, and/or property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. To perfect their lien rights, a contractor, subcontractor, supplier, or legal entity must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project. You may wish to protect yourself against this consequence by requiring your contractor to furnish you an unconditional waiver and release signed by the entity who sent you a preliminary notice; or any other method or device that is appropriate under the circumstances. On projects involving improvements to a single-family residence or a duplex owned by individual(s), the persons signing the unconditional waiver and release lose(s) the right to file a mechanics' lien claim against their property. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until all such liens are removed. You should consult an attorney if a lien is filed against your property.

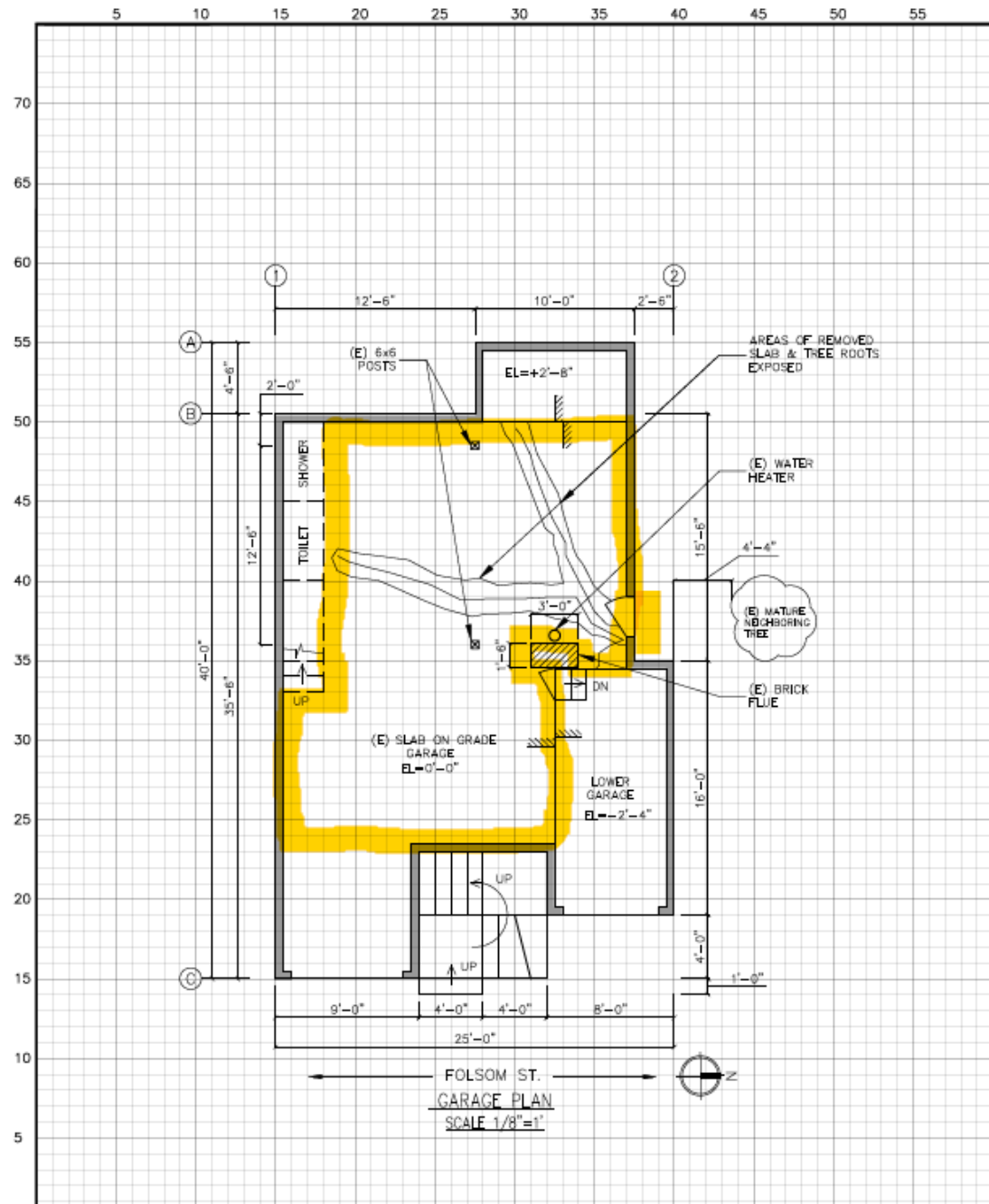
Customer Acceptance _____ Print: _____

Mailing Address: _____ Date: _____

Email Address: _____ Phone: _____

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MGC&E Project No. MGCE21-332MG-RH	Date: 08/17/2021	Inspected By: MG-RH	GARAGE PLAN 3348 FOLSOM STREET SAN FRANCISCO, CA 94110	 <small> 1187 California Pk., Suite 100-000 Morgan Hill, CA 95037 408-842-5599 </small>
Sheet: A-1	Drawn By: TM	Contact/Person:		

Circled Area = Area of Foundation Damage Caused by Root System from Adjacent Neighboring Tree, and Area of Proposed Repairs, Caused by Root Damage