



941 Louis Way
Lakeport, California 95453
Phone: 707 263-0800, Fax: 707 263-7286

Contractor's Lic. #513946

PROPOSAL/CONTRACT

Date of Proposal: **September 19 2019**

To: **County of Lake
Attn: Brian Powers
255 North Forbes Street
Lakeport, California 95453**

Project: **Community Development Department
Remodel Customer Service Counter Area**

Hopkins Construction hereby submits the following Proposal/Contract to provide material and labor for remodel of current service counter. To include the following:

1. Safe off area of construction.
2. Demo existing walls as specified.
3. Frame new as specified by plans and onsite inspection.
4. Install one (1) 3' door and frame provided by owner.
5. Install six (6) countertops provided by owner.
6. Install six (6) access windows provided by owner.
7. Sheetrock, tape and texture new walls.
8. Paint new walls.
9. Relocate existing electrical as needed. Install one (1) new recessed light at each counter – six (6) total. Install one (1) switch at each station.
10. Revamp and install new, as needed, suspended ceiling tiles and framing.
11. Cleanup and debris haul.
12. No flooring included in Contract
13. No ceiling or wall insulation included in Contract.

**** Prevailing wage rates, apprentice fees are adhered to in this Contract.**

Hopkins Construction proposes to perform the above work in accordance with the drawings and specifications submitted, and to complete it in a workmanlike manner according to standard practices for the sum of **FIFTY-NINE THOUSAND, NINE HUNDRED NINETY AND 00/100 DOLLARS (\$59,990.00)**.

Payment schedule:

\$ 1,000.00 due upon signing of Contract
\$10,000.00 due upon commencement of project
\$18,000.00 due upon completion of sheetrock
\$20,000.00 due upon completion of painting
\$10,990.00 due upon completion of project
\$59,990.00

Failure of payment due at time of completion of each phase will result in suspension of work until account brought current. A finance charge of 1.5% per month, 18% annually will be charged on all accounts past due.

If either party becomes involved in litigation arising out of this Proposal/Contract, the court shall award costs/expenses including attorney fees to the party justly entitled to them. No action related to this project may be made by either party against the other more than four (4) years after the completion of work.

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 Owner contracting for the home improvement or swimming pool a full and unconditional release from any claim or mechanics' lien pursuant to Section 3114 of the Civil Code for that portion of the work for which payment has been made.

CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the work shall be authorized by written Change Order signed by the Owner and Contractor.

The cost or credit to the Owner from a change in the work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive, by the contractor's cost of labor, materials, equipment, and reasonable overhead and profit.

Contractor shall provide a performance and payment bond.

The Contractor will maintain for the duration of the project workers compensation insurance for his employees and general liability insurance. The Owner will maintain an insurance policy for losses due to fire, earthquake and theft.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar of the Board, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted by Owner. Contractor is herewith authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

If accepted, work will **commence the week of October 7, 2019** and will be substantially **completed in sixty (60) days** subject to delays caused by acts of God, stormy weather, uncontrollable labor trouble, change orders, or unforeseen contingencies. The first day of construction will constitute the commencement of work.

Failure by the Contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in this contract when the work will begin is a violation of the Contractor's License Law.

Note: Contract amount good for 30 days only.

Dated: _____

OWNER/AGENT

Dated: _____

MARK J. HOPKINS
HOPKINS CONSTRUCTION

NOTICE OF RIGHT TO CANCEL

Notice of Cancellation

Date of Signed Contract by Owner

You may cancel this transaction, without any penalty or obligation, within three (3) 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 ten (10) days following receipt by the Contractor 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 Contractor at the jobsite, 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 Contractor regarding the return shipment of 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 twenty (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 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.

To cancel this transaction, you must deliver a signed and dated copy of the cancellation notice to:

Hopkins Construction
Mark Hopkins
941 Louis Way
Lakeport, CA 95453

Not later than midnight of _____

I hereby cancel this transaction _____

Owner/Buyer's Signature