



**Built Strong Foundation (LIC# 970482)**

14431 Ventura Boulevard • Sherman Oaks, CA 91423 • Phone: (818) 789-3488

Serene Sulpor  
310-9912994

1912 A Morgan Ln.  
Redondo Beach, CA 90278

Print-date: 3-18-2020

Observation: The house is constructed on slab on grade with exterior footings. Upon lazer level examination there is a 1"-2" settlement throughout the majority of the house. It's recommended to Install 15 Helical Piers to stabilize the structure and to prevent further settlement.

**Attached Files:**

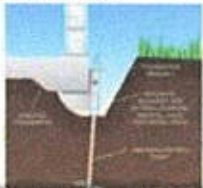


photo courtesy of - Built Str

Title	Description	Unit Price	Price
HELICAL PIERS	<ul style="list-style-type: none"><li>- Saw cut for opening(s) of the home as needed for Helical Pier Installation.</li><li>- Excavate 2' below the bottom of the foundation footing.</li><li>- Drill 15 Helical Pier(s) to bedrock.</li><li>- Raise the structure to level heights. (may vary upon conditions ).</li><li>- Strap and bolt Helical Piers to existing foundation footing.</li><li>- Back-fill all voids.</li><li>- Properly compact the soil.</li><li>- Pour concrete after Helical Piers Installation on opening.</li></ul>	3,000.00	\$45,000.00

**Total Price: \$45,000.00**

**Respectfully Submitted By:**

Built Strong Construction  
14331 Ventura Blvd, # 534 Sherman Oaks, CA 91423  
Office: (800) 899-5085 www.Builtstrongfoundation.com

CA Licenses: #970482 General Contractor C-8 Concrete Contractor

## TERMS & CONDITIONS

**OWNER'S RESPONSIBILITIES:** The owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his equipment access to property. The owner is responsible for having enough funds to comply with this agreement. This is a cash, check or credit transaction unless otherwise specified. The owner is responsible to remove or protect any personal property and Contractor is not responsible for same or for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The owner shall point out and warrant the property lines to Contractor and shall hold Contractor harmless for any disputes or errors in the property line or setback locations.

**RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment shall not be made, when due to Contractor under this agreement; contractor may keep the job idle until all payments due are received. Such failure to make payment when due is a material breach of this agreement.

**PERMISSIBLE DELAYS:** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work order by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies or for acts of Independent Contractors or other causes beyond Contractor's reasonable control.

The color, texture and planes between existing and new materials might not match exactly. Contractor will use due diligence to create the best match possible. Owner acknowledges that patched surfaces may be detectable when construction is complete.

**NOTICE 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 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.

**PERMITS AND TESTS:** Unless otherwise agreed to in writing by both parties, the Contractor shall procure the necessary permits for the work. Owner shall pay the governmental and city fees and Contractor's charges (should there be any) for said permits. In any test or inspections are required by the plans and specifications or by the orders of any public authority (County, City) having jurisdiction, Owner agrees to procure said tests and inspections and to pay all costs and fees associated with them.

**COSMETIC WORK:** No cosmetic work whatsoever shall be undertaken unless expressly written on previous page under "Includes", Cosmetics, for the purpose of this agreement, including stucco, paint, concrete color matching, siding, doors, windows, moldings, hardwood flooring, carpeting, plants, landscaping or hard scape, plaster cracks or other damage caused by house jacking, dry wall repairs, brick work or stone work.

**HOUSE/BUILDING JACKING:** Raising floor planes is an inexact means of correcting settled floors visually. "Level" is not the standard but rather an approximation of 1" drop in 20 linear feet and this is only a guide and may not be achieved. This effort is a flatter looking floor, not a "level" floor.

**CITY CODE CHANGES:** The cost and requirements of City Code Changes are excluded from this Contract.

**CLEAN UP:** Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.

**INTEREST:** Overdue payments will bear interest at the rate of 1½% per month (18% per annum).

**MECHANICS 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' lien 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 Notice. You will not get Preliminary Notices from your prime contractor or from laborer who work on your project. The law assumes that you already know they are improving your property.

**RELEASE OF MECHANICS' LIENS:** Upon satisfactory payment being made for any portion of the work performed, Contractor shall, prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanics' lien pursuant to Section 3114 of the California Civil Code, for that portion of the work for which payment has been made. Generally, the maximum time allowed for filing a mechanics' lien against your property is 60 days after substantial completion of your project.

**ATTORNEY FEES:** If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorney fees to the party justly entitled thereto. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorney fees paid or incurred in good faith.

**MEDIATION:** Unless otherwise agreed upon by the parties in writing, any controversy arising out of the construction of the project referred to in this contract shall be subject to a good faith mediation conducted by and in accordance with the rules of the American Arbitration Association. Mediation shall take place prior to the commencement of arbitration, but in no event later than (60) days after the first demand for arbitration is filed by one of the parties. Mediation shall be governed by the confidentiality requirements contained in California Evidence Code Section 1152.5. Should mediation fail, the parties shall arbitrate their dispute according to the terms of such contract, intra, but unless otherwise agreed by the parties, the arbitrator shall not be the same person who conducted the mediation.

**ARBITRATION:** Any controversy arising out of the construction of the project referred to in this contract or regarding the interpretation of this contract or any subcontract or sub-subcontract is subject to binding arbitration. Owner, Contractor, and all subcontractors and sub – subcontractors are bound, each to the other by this arbitration clause. Arbitration shall be had in accordance with the applicable Rules of the Contractors State License Board arbitration program which are in effect at the time the demand for arbitration is filed. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator(s) is/are required to award the prevailing party or parties such sums, including attorney's fees, as he or she shall deem proper for the time, expense and trouble of arbitration.

This document, including all documents incorporated by reference, constitutes the parties' entire agreement and supersedes prior. No other agreements, oral or written, regarding the work to be performed under this contract exist between the parties. Any subsequent amendment, modification or agreement which alters this contract must be signed or initiated by Contractor and Owner, and is to be deemed a part of this contract.

**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 IS FILED WITHIN THREE YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

Respectfully Submitted,

**Caroline Ben Simon**

Acceptance of Proposal:

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

**Signature**

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**Print Name:**

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**Date:**

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