



3479 Citrus Street, Suite A
Lemon Grove, CA 91945

PH (619) 698-4621
FX (619) 698-4623

Info@radconstructioninc.com
www.radconstructioninc.com

PROPOSAL AND CONTRACT

TO: Mr. Richard Radcliffe

Email: radcliffe619@gmail.com

Project No. 21-1118W

Date: February 22, 2021

Dear Mr. Radcliffe

We propose to furnish all materials and perform all labor necessary to complete the work described on the attached Work Description. Work to be accomplished at 1499 Sierra Circle, El Cajon, California for the amount of Twenty Four Thousand Seven Hundred Fifty Dollars (\$24,750.00).

Payments to be made as follows:

1. \$ 1,000.00 upon execution of contract.
2. \$ 7,300.00 upon move-on.
3. \$ 7,300.00 upon placement of steel.
4. \$ 7,300.00 upon placement of concrete.
5. \$ 1,850.00 upon completion of project.

Work to be completed in a substantial and workmanlike manner according to standard practices. Any alteration or deviation from the work description specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. The above contract price and work description is subject to review and possible revision. The above contract price is valid if accepted within 30 days. The authorizing party and/or property owner may cancel this contract at any time prior to midnight of the third business day after the date of this transaction without any penalty or obligation. If not canceled prior to the third business day, the authorizing party may be billed for labor and/or materials ordered or delivered.

Please note we carry the required amount of Worker's Compensation Insurance, General Liability Insurance in the amount of \$2,000,000.00 General Aggregate and a D30 Pile Driving and Pressure Foundation Jacking License to perform foundation repairs. Please contact our office for further information

We accept major credit cards and payment through escrow. Please inquire about our convenience fee.

Respectfully submitted,

By

William Reeves

Vice President

Contractor's State License No B655527

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal, and according to the terms of thereof.

ACCEPTED: _____

DATE: _____

PRINT: _____

NOTICE TO OWNER

Under the Mechanics' Lien Law, any contractor, subcontractor laborer, materialman or other person who helps to improve your property and if not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder in the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

R.A.D. CONSTRUCTION INC.
WORK DESCRIPTION

1. R.A.D. recommends you retain the services of a licensed civil engineer to issue a report with repair recommendations for the repair, inspection of work and certification of work performed. **Please note, further that, engineering may yield additional requirements, therefore this proposal and scope of work may be subject to changes.** Please contact our office for a referral.
2. For purposes of this Scope of Work, we will assume that the residence faces north.
3. **PLEASE NOTE: The entire crawl space was not completely inspected due to limited access.**
4. **PLEASE NOTE: Cosmetic stucco and/or siding repairs may need to be made upon completion of foundation repairs. We would be happy to provide you with a change order to perform these repairs upon your request. Please initial here _____.**
5. Remove the upper portions of the north (front) stemwall of the residence approximately 25 linear feet.
6. Replace with 8 inch wide stemwalls reinforced top and bottom with No. 4 steel. Place 5/8 inch galvanized anchor bolts at 4 feet on center with 3 inch by 3 inch square washers and pressure treated sill plate as necessary. Tie the remaining existing footing to the new stemwall with No. 4 vertical steel dowels spaced not greater than 18 inches on centers.
7. **PLEASE NOTE: Slab must be completely exposed in the areas where work is to be performed before crews arrive to complete the work. It is our recommendation that you remove all flooring to determine the presence of cracks in the slab. This includes, but not limited to, carpeting, tile, mortar, hardwood floors, laminate, fix all, floor patch, etc. Please refer to paragraph _____ below for more detail.**
8. Remove portions of interior floor slab in the family room approximately 100 square feet. Replace interior concrete slabs removed above with 6 inch thick concrete reinforced with No. 4 bars spaced not greater than 12 inches on centers each way and placed at mid height of slab. Slab to be doweled to existing footings or slabs with No. 4 steel dowels spaced not greater than 12 inches on centers. Slab to be placed over 4 inches of clean sand/DG with Visqueen barrier placed mid height.
9. Seal exposed cracks in the north, west stemwalls of the residence in the crawlspace with epoxy and/or by Epoxy Injection as necessary.
10. Repair spalled areas in the stemwalls by removing loose concrete and debris, clean exposed steel, and patch with a structural mortar or non-sag gel epoxy. **PLEASE NOTE: If more extensive damage is discovered during demo and portions of the stemwalls need to be removed and replaced, this will be done by a written change order for approximately \$500.00 a linear foot. This may also cause stucco damaged to be repaired by others at additional cost.**
11. R.A.D. Construction Inc. will clean up our own debris. All other trades responsible for their own debris.
12. Upon receipt of final payment, R.A.D. Construction Inc. will provide a 1 year warranty on all labor and materials in the repaired areas only. If the homeowner desires engineering and certification as part of this project, a 3 year warranty may be applied. **All requirements by project engineer must be accomplished before full warranty will be honored. (See paragraph below)** Please note there is no warranty implied or expressed as to the stability of the entire perimeter foundations and/or soils in areas where we did not perform our work. Please be aware further that one of the purposes of this warranty is to provide to you or to subsequent owners prompt correction of defects or failures that may occur as a result of our work without the costs and delays of legal consultation for you as well as for us. Therefore, we will not be responsible for damages or costs that result from the property owner's pursuit of any other remedies unless property owner exhausts the remedies available in this warranty offer. R.A.D. Construction Inc. is exempt from problems arising out of the work of others. Other contractors are responsible to warrant their own work.
13. **PLEASE NOTE:** R.A.D. Construction Inc. recommends you obtain a licensed, registered civil engineer to inspect the property and provide written recommendations PRIOR to commencement and UPON COMPLETION of the repair work. This certification may also be a requirement by the lender and/or FHA/VA appraisers. Please contact our office for a referral to the appropriate engineer. Their fees and inspection schedules will vary and they will bill you directly. Please check the appropriate box if you would like to accept or decline the engineering certification. A 3 year warranty may be applied with the engineering certification. **PLEASE NOTE: ALL REQUIREMENTS BY ENGINEER MUST BE PERFORMED AND CERTIFIED BEFORE THE WARRANTY MAY BE APPLIED.** ACCEPT _____ DECLINE _____

GENERAL EXCLUSIONS, LIMITATIONS, AND SITE CONDITIONS:

14. **This estimate is not intended to be relied upon as a bid document. This is not a physical inspection report or engineering evaluation. We recommend that you rely on an inspection and recommendations provided by a registered civil engineer. Please note, that further engineering may yield additional requirements, therefore this proposal and scope of work may be subject to changes.**

15. Further, this estimate is intended solely for the named party. It is not intended for the use of third parties.
16. PLEASE NOTE: That these estimates are based only on known damaged areas. If other damaged areas are discovered during repair efforts, further design and construction costs may be necessary.
17. The work proposed herein may reduce the likelihood of future movement/flooding in areas we worked however, it should also be noted that there may be other methods of repair and each carries a certain amount of risk.
18. This proposal for repair of the foundation does not provide a permanent, long-term solution for the remaining portions of the foundations that have not been stabilized or replaced. For further reliability, if you desire removal and replacement of greater portions of the foundation, or stabilization or replacement of the entire perimeter foundation, we recommend you contact a registered civil engineer for recommendations. We would be happy to provide you with a quote for further repairs, if necessary.
19. **PLEASE NOTE: If you desire pictures of the repair work we would suggest you are present and/or provide a camera for the foreman to take any desired pictures. R.A.D. does not provide any cameras to the foreman for these purposes.**
20. PLEASE NOTE: If rock is encountered during excavation that requires special removal, such as jackhammers, explosives, rock drills and/or other heavy equipment a change order will be executed for additional fees.
21. PLEASE NOTE: Homeowner and/or HOA to provide water and electrical service during the entire construction project. RAD is not responsible for faulty or outdated breakers, GFIs, wiring, or circuit panels if power is not sufficient to support our equipment. In some instances, the homeowner or HOA may choose to supply a generator for RAD crews to use to perform repairs. If RAD needs to rent a generator a written change order will be provided for the additional costs.
22. Homeowner and/or HOA to provide necessary parking for RAD work trucks, and possibly dump trucks, concrete trucks, concrete pumps and equipment.
23. Please note that minor cracks in concrete are common and do not necessarily indicate any failure in design or workmanship. Replacement concrete to be in accordance with engineering specifications and/or industry standards. Concrete to be provided by local transit mix concrete plant, prepared, inspected, and delivered by them. R.A.D. Construction Inc. will place and finish with standard control joint scheme and broom finish (as applicable).
24. Our differential raising of the house through jacking will tend to close some of the cracks that have been caused by this movement. However, it is also likely that filler in old cracks will pop out and some new cracks will appear. _____ Initial.
25. This proposal for repair of the floor slab does not provide a permanent long-term solution to the overall stability of the residence. If you desire stabilization efforts, please contact our office for a quote.
26. We have made no allowance for removal or replacement of floor coverings, cabinets, appliances, water heaters. We suggest that you contact the appropriate tradesmen for proper removal and reinstallation of these items. We suggest that you have all the floor covering lifted rather than limit it to where the crack(s) have already been discovered. Please make sure that they are removed up to 4 to 6 inches on either side of the crack. **If additional cracks are discovered at a later date upon removal of all floor covering, a change order may be issued for additional costs.** Upon placement of finished flooring, we recommend that a slip plane of sheet vinyl be installed between the tile and floor slab.
27. PLEASE NOTE: It is our intent to build to the existing structure which presently may not be plumb/level or square. Therefore, to compensate for existing "as is" conditions, our finished work may not be plumb/level, or square.
28. This repair is not intended to completely level the floor and the floor may still slope after completion of the repairs. A perfect level may not be possible due to a permanent set of the structure (out of level).
29. We have not made allowance for cosmetic repairs such as any patching, texturing, repainting, or replacement of siding or stucco, landscaping, or replacement of floor coverings, doors or windows, rotted or damaged framing, or removal and replacement of furniture or personal belongings. We suggest that you contact one who specializes in these items for proper redecoration.
30. Removal and/or replacement of concrete and debris is a dusty process. We will exercise reasonable care to reduce dust infiltration. R.A.D. Construction Inc. views this as cosmetic cleaning and we have not made an allowance for this. This includes residences, garages, pools, patios, and vehicles.
31. We further note we have not made allowance for repairs to asphalt or concrete surfacing which may experience minor cracking and tracks of dumpsters if dumpsters or other heavy equipment traverse them. We will exercise reasonable care in avoiding damage to these surfaces.
32. We have not made allowance for acquiring permits from any agencies or for any of the costs related thereto. If you desire that this project be permitted there will be additional costs to cover the costs of preparing and submitting the permit package (whether the regulatory agency decides to issue a permit or not), permit fees, and the personnel costs involved in the inspection procedures. Further, there may be modifications in design required by the permitting agency which may further increase contract price. Please note that it is practically impossible to obtain a permit after the job is completed and if permitting can be accomplished, it is much more expensive than permitting at the time of construction. Please notify us immediately if you desire that this repair be permitted. Please note that platforms, walks, and driveways not more than 30 inches above grade are specifically exempted from permitting (Uniform Building Code Sec. 301(b) 7).

33. We are anticipating that any utilities passing through our excavation zone are conventional in nature and in reasonably good condition. We are expecting that any damages to water lines or other utilities can be repaired more or less within the limits of the trenches. If water service or other utilities require substantial replacement we will bill those costs additionally (notifying you prior to doing the work). WE ESPECIALLY NOTE THAT THIS CONTRACT DOES NOT INCLUDE WORK ON SPRINKLER SYSTEMS. WE WILL SLEEVE WITH 2 INCH PLASTIC PIPE AT LOCATIONS(S) WHERE YOU DIRECT SO THAT YOUR LANDSCAPER MAY INSTALL OR REINSTALL ANY PORTIONS OF THE SYSTEM THAT ARE REMOVED TO CARRY OUT THIS CONTRACT.
34. Further, if plumbing, sewer lines, water heaters, jacuzzis, air conditioning units or other facilities need to be removed for our access, we suggest that you have the applicable tradesman do so. We have no such tradesmen in our crews and have made no allowance for repairs to these facilities. If we are required to move such items, we can only exercise ordinary care in handling them. **Please note, if plumbing and sewer lines are disturbed during construction, it is the responsibility of the homeowner to contact a plumber for reinstallation of these lines.**
35. If unforeseeable conditions are encountered through the course of this project that would cause additional work, such as removal of rock, roots, concrete, rotted wood, water or other utilities encountered during excavation, or substandard original construction, or faulty repairs previously performed by others, R.A.D. Construction Inc. will cease work to allow you to remove such obstacles, or issue a change order to be executed at additional costs.
36. R.A.D. Construction Inc. is not liable for failures of this repair system once it is installed according to specifications and certified by the project or city engineers.
37. Remedial measures which are proposed herein cannot guarantee that future movement or deterioration of the soils or foundation, or flooding will not occur and nuisance/cosmetic symptoms of future soils or foundation movement, such as cracking of the ceilings and walls, and out of squareness of door frames, may reappear. It is not possible to predict whether the foundation will experience future movement or deterioration by a visual inspection, or even a sub-surface investigation. It is not possible to predict the future with certainty. The proposed measures are applying current standards of repair to a preexisting condition and are expected to only minimize future movement, flooding and/or related distress in the areas we worked. R.A.D. Construction Inc. makes no guarantees regarding future performance of the property.
38. Upon execution of this agreement, owner or contractor agrees to indemnify and hold harmless R.A.D. Construction Inc. from any claims or actions based on or arising out of the work performed or future performance of this structure.
39. PLEASE NOTE: That weather conditions encountered during this project or other acts of nature out of our control may delay completion of this project. R.A.D. Construction Inc. is not responsible for added costs as a result of these conditions.