

BAILEY FENCE COMPANY, INC.

3205 BAUMBERG AVE. HAYWARD, CA 94545
(510) 783-2980 . FAX (510) 783-2989
CA LIC # 498661

PROPOSAL

JOB NO. _____

DATE _____

PROPOSAL TO Mt Diablo Unified

PHONE # _____

ADDRESS _____

JOB PHONE# _____

JOB ADDRESS Concord High School

TOTAL HEIGHT _____ BARBED WIRE NO BARBED WIRE TYPE NO. _____ HEIGHT OF FABRIC _____
 STYLE FABRIC _____ GAUGE _____ MESH _____ GALV. AFTER WEAVING _____ TOP RAIL _____
 LINE POSTS _____ SPACE _____ FLANGED DRIVEN CONCRETE END POSTS _____ TOP TENSION WIRE _____
 WALK GATE POSTS _____ DRIVE GATE POSTS _____ GATES _____ CORNER POSTS _____
 ERECTED IN PLACE _____ MATERIAL ONLY _____ SIZE FRAMES _____

QUANTITY	DESCRIPTION	
Old portables	Install 82 LF of new 6' ht chain link fence	
	Install new 12' x 6' double swing gate	\$5,539.00
Parking Lot	Install new 4' x 7' walk gate with panic hardware	
	stub existing posts to install transom	
	Repair double swing gate	
	Replace drop bar on existing double swing gate	\$6,219.00
Entrance	Install new double swing gate with panic hardware	
Gate	Gate to have doorbell system installed by others	
	Install new double swing gate with panic hardware (no doorbell)	\$21,859.00
TOTAL PRICE (INCLUDING LABOR, MATERIAL AND TAXES)		

AS PER DIAGRAM ON BACK

TERMS: NET CASH ON COMPLETION 1 1/2% per month interest on accounts over 15 days. In the event legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

CONDITIONS: All property line and grade stakes are to be established by purchaser. Fence is to follow ground line unless otherwise provided for in this contract. Obstructions of every nature which in any manner interfere with the erection of the fence shall be removed by purchaser prior to commencing erection work. **We assume no responsibility for unmarked underground water, electrical, telephone, gas or sewer lines.**

NOTICE TO OWNER:

Under to California Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but it not paid for his/her work or supplies, has s right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you paid your contractor in full, if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. It's purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.)

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 of the county where the property is situated and requiring that a contractor's payment and performance 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.

I understand my rights as described in the above paragraph _____

OWNER HAS THE RIGHT TO REQUIRE, IN WRITING, A PERFORMANCE AND PAYMENT BOND AT HIS COST.

STIPULATIONS: Now, therefore, the Owner hereby accepts the above proposal, and the Contractor agrees to perform the work comprehended there under, and by and between them as part and parcel of this Agreement the terms and conditions set forth in original writing on the reverse side hereof are understood and agreed upon.

BAILEY FENCE COMPANY, INC.

BY [Signature] DATE 10/3/29 ACCEPTED _____ DATE _____

NOTICE OF CANCELLATION: You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

I hereby cancel this transaction _____ Date _____ Buyer _____

TERMS AND CONDITIONS

GUARANTEE: **Bailey Fence Company, Inc.** certifies that all equipment and materials furnished shall carry a one (1) year warranty on parts, material and labor. Damage to equipment or materials caused by negligence, misuse, vandalism or acts of God is not covered by this guarantee statement.

Bailey Fence Company, Inc. does not warrant and hereby expressly disclaims any warranty on components purchased or existing from another manufacturer, and **Bailey Fence Company, Inc.** shall be under **NO** obligation to provide either maintenance, service, or support for any such system or equipment that may cause damage to materials supplied or installed by **Bailey Fence Company, Inc.**

INSURANCE: **Bailey Fence Company, Inc.** shall carry Workmen's Compensation Insurance on all employees and Public Liability and Property Damage Insurance.

LICENSING: Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of The Board whose address is: **Contractors' State License Board; P.O. Box 26000, Sacramento, CA 95826.**

ENFORCEABILITY AGAINST TRANSFEREES AND SUCCESSORS: This Agreement and all its terms shall be binding upon and enforceable against the parties hereto and also against heirs, estates, successors in interest, assigns and personal representatives of the parties hereto. It is further expressly agreed that this Agreement and all terms hereof shall also be binding upon and may be enforced against any person, firm, association, or entity to whom Owner transfer any part of his right, title, or interest in or to the premises upon which this Contract is to be performed.

ARBITRATION: Subject to the exception hereinafter contained, if, at any time, any controversy shall arise between **Bailey Fence Co. Inc.** and the Owner with respect to any matters or questions arising out of, or relating to, this Agreement or the breach thereof, which the parties do not promptly adjust and determine, said controversy shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration rules of the American Arbitration Association then obtaining unless the parties agree otherwise. This Agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in any Court having Jurisdiction thereof. This Agreement to arbitrate, however, shall not apply to any controversy, suit, or claim asserted by **Bailey Fence Company, Inc.** by which **Bailey Fence Company, Inc.** seeks to enforce only collection of the contract price referred to on the face of the Agreement and as to which Owner raises no affirmative defense (or counter-claims) based upon alleged acts or omissions of **Bailey Fence Company, Inc.**