



Cool's Custom

"Quality You Expect, Service You Deserve"



The Following Proposal was prepared especially for:

Wendy Witt

By Cool's Custom

"Quality You Expect, Service You Deserve"

5-12-10

Cool's Custom

"Quality You Expect, Service You Deserve"

P.O. Box 1974 • Los Gatos, CA 95031

Phone (408) 353-9692 • Fax (408) 353-9832

CA Contractors License # 481003 • Bonded & Insured • Member BBB

coolscustom@verizon.net

www.coolscustom.com

Welcome!

Thank you for this opportunity to let Cool's Custom help you with your remodeling needs. Cool's Custom is a full-service remodeling contractor licensed by the State of California. We are bonded and insured for your protection and peace of mind.

We have prepared the following proposal and information especially for your needs based on your requests and input.

In this booklet you will find all the information necessary to help you make an informed decision.

Please take a minute to review the information we have provided here and do not hesitate to ask any questions you may have. A clear understanding of your expectations and what we are contracting to provide, helps us make your remodel a reality in the most professional and timely manner possible.

Sincerely,
Jay Cool, Owner

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Who we are

- Cool's Custom California State Contractors license # is 481003. If you would like to check with the Contractors State License Board, their number is 1-800-321-CSLB (2752).
- Cool's Custom has been in the home remodeling business serving families in the Bay Area for 27 years. We plan on being in business for a long time so we'll be there when you need us.
- Jay Cool, the owner, is a 3rd generation ceramic, mosaic, and natural stone artisan. He apprenticed under an "old world" Portuguese artisan to perfect his craft. Jay holds a General Contractors license as well as a specialty license in Tile and Mosaic. B-1 C-54
- Cool's Custom is bonded and insured for your protection and peace of mind. We carry liability insurance to protect you in the unlikely event of a mishap on the job. Cool's Custom has earned the trust and loyalty of many customers over the years. Your home and property are safe with us. We sincerely appreciate

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Things to consider.

The following is a short list of things to consider to help make things go as smoothly and efficiently as possible while we make your dreams a reality.

Access

Cool's Custom's crew will need full access to your home between the hours of 8:00 am and 5:00 pm everyday we are scheduled to work on your project.

Contact Information

Your Cool's Custom Project Manager will need to exchange contact information with you before the project begins. If you are going to be out of contact or unable to take calls during the time Cool's is working on your home please make arrangements with your project manager prior to your absence. Your Cool's Custom Project Manager will be your main point of contact while the job progresses. If you have any problems or concerns, decide you'd like to do something differently or just want a status update, just call your Project Manager.

Special Order Materials

In the course of your remodel there will no doubt be many purchasing decisions you'll need to make whether it's a new faucet, paint color or the type of glass to install, if it's not specified in the plans we'll need your input. Many of these kinds of items are available only by special order and can take many weeks to arrive on the jobsite, please make sure that you act promptly to make these choices to facilitate the schedule of work. We'll always try to warn you of impending material problems prior to starting the work. And please, if you don't know what will work best for your needs, ask your Cool's Custom Project Manager for assistance, chances are they can help you sort through the myriad of choices you'll be faced with.

Problem Resolution

In the event there's a concern regarding our work that you are not satisfied with please do not hesitate to call me, Jay Cool. Don't fret or get frustrated, I'll do my best to make it right. Of course, you can call me to tell me how wonderful things are going too!

Pre-Existing Conditions

Cool's Custom is not responsible for any hidden pre-existing conditions. If you know of existing problems in or around your home that might affect the work we are going to do please let us know before work begins.

Change Orders

Remodeling is not an exact science. From time-to-time we will run into unexpected things that will necessitate a deviation from the original contract. Sometimes, its running into a structural obstacle or a previous repair is uncovered that needs to be addressed. Other times, you the homeowner, will change your mind, decide to do something differently than planned. Whatever the reason, these things happen. In the cases where it involves more labor, and/or materials to accommodate the change, we will need to get a signed "Change Order" to proceed. The Change Order will describe the change in the scope of work and/or materials and the resultant added cost. This is done so everyone is clear as to what is being done and how much it will cost, no surprises at the end. You'll find that this will also help you stay within your projects planned costs.

Cancellations

In the event you wish to cancel any portion of the job, there will be a cancellation charge of 10% of the original price for that part of the job.

Scheduling

We like to work a job straight through from beginning to end without interruption but this is not always possible or practical. Many factors come into play as we move through your remodel, sometimes we are delayed because an inspection has to be performed prior to continuing or despite our best efforts, there's a material that's not yet available. In any event your project manager will warn you of any impending problems or delays and let you know when we'll be back to continue your job.

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Phone (408) 353-9692

Fax (408) 353-9832

Referral List

<u>Client</u>	<u>Phone</u>	<u>Work Performed</u>
Jane Schwenker 6359 Gondola Way Front drive / facia San Jose, CA 95120 Pool decks etc	(408) 268-5769	Entire Home
Joanne Hill Property Mgmt Catalonia Way Personal bathrooms San Jose, CA 95118	(408) 264-2596	
Phylis & Mason Williams Vargas Ct. decks. San Jose, CA 95120	(408) 268-7791	Kitchen, Laundry Bathrooms,
Adam Friedman Bathroom Topaz St Hardwood flooring Redwood City, CA 94062	(650) 868-9175	
Larry Pezino Property Management Los Gatos, CA 95031	(408) 395-8610	
Carrie & Bob Zeidman repairs Swiss Creek Ln. Cupertino, CA 95014	(408) 741-5809	Dry rot

Brendon & Mary Stavely Electrical/Tile West Rd Los Gatos, CA 95118	(408) 354-7836	
Rama & Cristina Nemani Addition 1121 W. Knickerbocker Dr Sunnyvale, CA 94087	(408) 739-1579	
George & Diane Maul Beebe Cir. San Jose, CA 95135 Deluxe Bath	(408) 238-4238	
Barbara Hager Bathroom University Ave. Sunroom San Jose, CA 95126	(408) 246-8388	
Tim & Pat Lockyer Via Amigos San Jose, CA 95120	(408) 268-6759	Kitchen remodel
Wilma & Dean Chu Electrical Mandarin Dr. Sunnyvale, CA 94087	(408) 732-7776	Trim, Paint,
Bill Douglas Dry rot repair Erin Wy Campbell, CA 95008	(408) 507-4748	Tile Flooring
Jeanette Lavoie Backyard hardscape Shasta Fir Dr. Sunnyvale, CA 94096	(408) 736-8637	

Lucian Lee Complete interior Armstrong Pl Remodel Santa Clara, CA 95050	(408) 464-9064	
Village Sq Realty Sheryl/Larry Property management N. Santa Cruz Ave. Los Gatos, CA 95031	(408) 317-1923	
Althea Parks 1289 Mandarin Dr. Bathrooms Sunnyvale, CA Arbor Pergola	(408) 245-0295	Kitchen Remodel
Marie & Mike Burke Bathrooms Thorntree Pl San Jose, CA 95120	(408) 997-9384	Kitchen
Robin Chappell Timber cove Dr Campbell, CA	(408) 370-1840	Bathrooms
Carol Chimblas Bathroom/Kitchen Monterey Ave Air Conditioning Los Gatos, CA 95031	(408) 354-1904	
Claude & Juanita Drew Cleveland Ave. San Jose, CA 95030	(408) 292-2774	Repipe
Lisa Nunan remodel Rose dr. Bathroom remodels Monte Sereno, CA	(408)	Kitchen

Devin Utter remodel 20055 Karn Circle Saratoga, CA	(408) 446-3655	Bath
Elaine Petitclerc bath 2214 Flint Ave. San Jose, CA 95148	(408) 270-8124	Kitchen &
Leslie Nakagawa remodel 428 Mt Claire Dr. Santa Clara, CA 95051	(408) 244-7223	Bath
John Maher remodel 1541 Marcia Dr. Landscape. San Jose, CA 95118 Roof	(408) 406-6452	Bathroom
Jim & Trish Mc Afee remodel 10140 N Blaney Ave. Cupertino, CA 95014	(408) 446-0360	Kitchen
Tom Mancuso 62 Herbert Ln. Campbell, CA	(408) 377-6799	Family room / Kitchen and Bath
David & Dawn Edgren Hardscape/landscape N Avalon Dr Los Altos, CA	(650) 949-4692	
Tim Dunkin remodel 4959 Mise Ave San Jose, CA 95118	(408) 313-2840	Kitchen

Barbara Drew 799 Colleen Dr. San Jose, CA	(408) 226-0561	Bathrooms
Don Becker bath 14271 Miranda Rd. Los Altos CA, 94022	(650) 948-9439	Marble
Thomas Elliott Belevedere Dr San Jose, CA	(408) 257-6945	Bathroom
Susan Atkinson Kitchen/Bath 614 Hornblower Ct. San Jose, CA	(408) 226-2462	
Amy Sirota 21495 Virginia Ave. Redwood Estates, CA 95033	(408) 353-1646	Slate floors
Sky 17975 Helen Wy. Redwood Estates, CA 95033	(408) 353-5575	Bathroom
Mike Field /Backsplash Riverview Dr Santa Cruz, CA	(408) 313-2755	Foyer
Natasha Gamolsky Loma Verdi Dr San Jose, CA	(323) 365-8304	Kitchen
Jean Hembrooke Via De Los Reyes San Jose, CA.95120	(408) 268-9550	Bathroom
Diane Hsien Garrity Wy Santa Clara, CA. 95054	(408) 757-2436	Tile Floors

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Vendor List

Tile Suppliers

The Tile Shop
480 East Brokaw Rd.
San Jose, CA 95113
408-436-8877
408-436-8245 (fax)
Jackie or John Dera

Stone Light Tile

Specialty and Hand-Crafted
Tiles
609 So. First St.
San Jose, CA 95113
408-292-7424
408-292-07427 (fax)

Town Tile

469 E Campbell Ave
Campbell Ca 95008
408-370-9700
Ryan or Scott

Natural Stone

Intertile

400 Montague Expwy.
San Jose, CA 94621
408-263-2300
408-263-2925 (fax)

All Natural Stone

531 Trimble Rd.
Santa Clara, CA 95054
408-544-9600

Painting Suppliers

Plumbing Suppliers

The Splash Works

1284 Lincoln Ave.
San Jose, CA 95125
408-279-5202
408-279-5205
Kendall or Eric.

Kitchen and bath showplace.

1200 Campbell Ave
San Jose Ca 95126
408-554-1552
408-249-0988 Fax

Windows

Hubbard's window and door.

Craig Hubbard
408-431-3522

Custom Cabinetry

San Jose Woodworking

1775 So. First St. #13
San Jose, CA 95112
408-298-8700
408-298-8866 (fax)
Steve

Appliances

Standards of Excellence

1720 Ringwood Ave.
San Jose, CA 95131
408-907-3800
James McIntire

**Shower/Bath Glass and
Mirror**

South Bay showers.
540 Martin Ave
Santa Clara, CA. 95050
409-988-3484

Terms and Conditions

1. PERMITS: Owner shall obtain and Owner shall pay for all permits and plan check fees unless otherwise specified, Owner shall pay for all variances or zoning changes unless otherwise specified.

2. REQUIREMENTS OF PUBLIC BODIES: Unless specifically included, contract does not include any changes or alterations from the drawings or specifications, which may be required by any public body, utility or inspector. Contractor, at Contractor's option, may alter specifications only so as to comply with requirements of Governmental agency having jurisdiction over same,

3. INSPECTIONS: It shall be the responsibility of the Owner to assure access to the building site and structure as required by governing bodies for the purpose of making required inspections.

4. FACILITIES: Owner agrees to make drinking water and toilet facilities available to all workmen or compensate Contractor for cost of rented units, Owner agrees to provide electricity at the job site as may be required by Contractor to effect the work herein.

5. ACCESS TO WORK AREA: Owner shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage or materials and debris, Owner agrees to keep driveway clear and available for movement and parking trucks during normal work hours, Contractor and workmen shall not be expected to keep gates closed for animals and children, Contractor shall not be held responsible for damage to driveways, walks, lawns, shrubs or other vegetation, by movement of trucks, men equipment, materials, debris, etc.

6. EXTRA WORK: During progress of construction the Owner may order extra work, The amount of such extra work shall be determined in advance, All sums for extras shall be due and payable in advance of the work being performed unless agreed in writing that it is payable at any other time.

7. CHANGES DURING CONSTRUCTION: All changes shall be agreed upon in writing and shall specify the nature and cost adjustment of such Items before any construction change begins, Any additional costs Incurred by contractor because of work stoppage, rescheduling or reordering of work and/or materials shall be an extra.

8. TIME SCHEDULE: Contractor agrees to start and diligently pursue work through to completion but shall not be responsible for delay or any of the following: 1) issuance of all necessary building permits within a reasonable length of time; 2) funding of loans; 3) disbursement of funds into building control or escrow; 4) acts of neglect or omission of Owner or Owner's employees or agents; 5) acts of God; 6) stormy or inclement weather; 7) boycotts, or other union activities; 8) extra work ordered by Owner; 9) inability to secure materials through regular recognized trade channels; 10) imposition of government priority or allocation of materials; 11) failure of Owner to make payments when due; 12) delays caused by inspectors, or changes ordered by government inspectors; or 13) other causes beyond Contractor's control. In the event that work is stopped for reasons of non-payment or a by any other reasons by owner, then Owner shall be responsible for protection of materials and building and damage due to weather, warp age or loss of any materials on premises, All work of any given trade or phase shall, at the Contractor's option be done at the same time, Any change from above shall be specifically agreed upon prior to start of work and shall be made part of the contract.

9. PRE-EXISTING CONDITIONS: Contractor shall not be responsible for any illegal and unusual conditions, below grade, inside of walls or any areas not accessible for appraisal.

10. MATERIAL REMOVED-RUBBISH: All materials removed from structures in course of alteration shall be disposed of by Contractor except those items designated by Owner, in writing, prior to commencement of construction, All salvage, unless otherwise specified, belongs to Contractor. All construction rubbish is to be recovered by Contractor at termination of work and premises left in neat, broom-clean condition,

11. MATCHING: When the term "matching" is used in specifications to follow, it shall mean standard available colors and selections from normal trade sources or shall mean the nearest material available to the Contractor from stock sources.

12. OWNER PERFORMED WORK: Any work done by Owner between work schedules of Contractor shall be done expeditiously and time allowance shall not exceed more than twice the time required if the work had been done by a licensed contractor.

13. LIMITS OF WORK LIABILITY: Contractor shall be responsible for adjacent areas to new work only to the extent that the specific items of work are included in the specifications.

14. REUSED MATERIAL: The quality and condition of reused materials, fixtures, appliances and other materials where reuse is specified shall not be the responsibility of Contractor.

15. PROTECTION OF OWNER'S PROPERTY: Owner agrees to remove or to protect any personal property inside and out, including shrubs and flowers, and Contractor shall not be held responsible for damage to said items.

16. DAMAGE TO PROPERTY: Contractor shall not be held responsible for damage caused by Owner or Owner's agent or Owner's employees, or acts of other contractors, acts of God, soil slippage, earthquake, fire, storm, inclement, or abnormal weather conditions, rain or water damage to Owner's property including interior if the roof or walls cannot be closed within a reasonable time, riot or civil commotion, or acts of public enemy, and all acts, events or occurrences beyond the reasonable control of Contractor. Owner agrees to remove pictures and mirrors and other wall hangings that might be damaged during course of Contractor's work.

17. LICENSING: Contractor is a building contractor duly licensed under the laws and statute of this State, **Contractors License # 481003**

18. LIENS AND ASSESSMENTS: Unless specifically included in this agreement, Contractor shall not be held responsible for any liens or assessments on existing real estate, nor sewer or utility assessment, sewer acreage, or use fees, not yet a lien on said property.

19. INSURANCE: Prior to commencement of construction, Owner shall have Cool's Custom added, as Contractor's interest may appear, as and additional named insured on Owner's fire and allied perils insurance coverage. Further, it is agreed that the Owner hereby waives any rights of subrogation against Contractor which he may have under existing fire and allied perils insurance, Should the Owner not carry such coverage, it is expressly agreed that the Owner waives any right of recovery against Contractor and hold him harmless from any loss, damage, repairs or replacement of any existing structure, addition thereto or materials which may be subject of this contract. Contractor shall carry at his own expense, workman's compensation insurance for his own workmen and public liability and property damage insurance.

20. GUARANTEE OF WORKMANSHIP: Contractor guarantees that all materials furnished by him will be of standard quality free from defects and will be installed or applied in a good and workmanlike manner. Such labor and materials are guaranteed for a period of one (1) year when subject to normal use and care, and provided Owner has complied in full with terms and payments and other conditions of this contract. The liability of the Contractor for defective materials or installation under guarantee is hereby limited to replacement or correction of said defective material and/or installation, and not other claims or demands whatsoever shall be made upon or required to be allowed against the Contractor. Assemblies or units purchased by the Contractor included in this contract or sold and Installed subject to the manufacturer's or processor's guarantee or warranties, and not Contractor's.

Concrete for: All concrete work is guaranteed to be free from defects in workmanship and materials for one year, however, due to certain soil conditions, moisture, heat, expansion, contraction, etc, beyond Seller's control, Seller cannot guarantee minor imperfections, defects or cracks which may develop as a result of said conditions. Therefore Buyer holds Seller free and harmless from any and all such minor imperfections, defects, or cracks resulting from said conditions unless the Buyer can conclusively show or prove that minor imperfections, defects or cracks are a direct result of defective workmanship or materials furnished by Seller.

21. PAYMENT: Payment shall be due within four (4) days after Contractor has reached substantial completion of specified work, Contractor shall not be required to continue work until the payment due is received, Minor in completions during the normal progress of the work schedule or the timing of the various building inspections shall not constitute good reason for non-payment. In the event that work is stopped for reasons of non-payment or by any other reasons by Owner, then Owner shall be responsible for protection of materials and building and damage due to weather, war page or loss of any materials on premises.

22. NOTICE OF COMPLETION: Upon completion of work contained in this agreement, Owner agrees to sign a Notice of Completion promptly upon presentation by Contractor, or at Contractor's option accept lien waivers, Contractor agrees upon receipt of final payment, to release the said work and property from any and all claims that may have accrued against same by reason of said construction, Owner understands and acknowledges that occupancy or the last regular building inspection for which the Contractor is obligated (i.e. excluding any regular inspections or final inspection conditioned upon phases of work provided by other than Contractor) shall determine completion end acceptance of said work,

23. LEGAL FEES: If Contractor engages an attorney to enforce any part of this agreement, or to defend against any claim or suit by Owner in connection with this agreement, Owner agrees to pay all of Contractor's legal expenses including reasonable attorney fees.

24. ELECTIRCAL SERVICE: Unless specifically Included electrical work contemplates no change to existing service panel other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets, Cost incurred in changing point of service, main switch, or meter that may be required by inspector or serving utility shall be paid to the Contractor by the Owner the same as any other extra, Changes to existing wiring In areas undisturbed by alterations not included.

25. PLUMBING: Unless specifically included, plumbing, gas, waste and water lines outside of foundations of existing building are not to be changed, Unless specifically included, any work to be done regarding cesspools or septic tanks constitute an extra, and shall be paid for the same as any other extra.

26. FILLED GROUND OR ROCK: In the event filled ground is encountered or ground of inadequate bearing capacity, or rocks or any other material not removable by ordinary hand tools, Owner shall pay all costs of ground preparation as an extra.

27. CONDUITS, PIPES, DUCTS: Unless specifically indicated, agreed price does not include rerouting of vents, pipes, ducts or wiring conduits that may be discovered in removal of walls or cutting of opening in walls.

28. PAINTING: Unless otherwise specified elsewhere in this contract, all painting and decorating is excluded. Any painting included in this contract shall be performed on an allowance basis only,

29. TERMITE WORK: Contractor shall not be obligated to perform any work to correct damage caused by termites or dry rot. If termite inspection and/or work is required by any loaning institution or otherwise, Owner agrees to same, and Owner to pay all costs for same.

30. LIENS AND ASSESSMENT: Unless specifically included in this agreement, Contractor shall not be held responsible for any bonds, liens or assessments on existing real estate, or sewer or utility assessments not yet a lien on said property.

31. CANCELLATION OF CONTRACT: If Owner cancels or breaches this contract after execution, but before commencement of construction, he shall pay Contractor the amount of expenses incurred to that date plus 10% of the contract price. If Owner fails to pay said amounts and Contractor files suit, it shall be entitled to recover all of its damages including its loss of net profits.

Terms and Conditions

Should any term, provision, covenant, or condition of this contract for any reason be declared invalid, void, or unenforceable, such decision shall not affect the validity of any remaining portion of the contract and the remainder of the contract shall remain in full force and effect as if this agreement had been executed with the invalid portion thereof eliminated, and is hereby declared the intention of the parties that they would have executed the remaining portion of this contract without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid, and

the remainder of the contract shall in no way be affected, impaired, or invalidated.

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 person contracting for the

home improvement or swimming pool a full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code for that portion of the work for which payment has been made. No extra or change-order work may be required to be performed without prior written authorization of the person contracting for the construction of the home improvement or swimming pool. No change-order is enforceable against the person contracting for home improvement work or swimming pool construction unless it clearly sets forth the scope of work encompassed by the change-order and the price to be charged for the changes. Any change-order forms for changes or extra work shall be incorporated in, and become a part of, the contract. Failure to comply with the requirements of this subdivision does not preclude the recovery of compensation for work performed based upon quasi-contract, quantum meruit, restitution, or other similar legal or equitable remedies designed to prevent unjust enrichment. Substantial commencement of work is defined as physical labor provided. Failure of the contractor without lawful excuse to substantially commence work within 20 days from approximate date specified in the contract when work will begin is a violation of contractor license law.

Contractors' Disclosure

"STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD ON THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING - IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTOR'S STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL

COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGEMENT, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICES NEAREST TO YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION."

Notice in Sale of Home Improvement Goods or Services

7159.1. In any contract for the sale of home improvement goods or services offered by door-to-door sale that contains or is secured by a lien on real estate property, the contract shall be accompanied by the following notice in 18-point boldface type:

"WARNING TO BUYER: IF YOU SIGN THE CONTRACT WHICH ACCOMPANIES THIS NOTICE, YOU WILL BE PUTTING YOUR HOME AS SECURITY. THIS MEANS THAT YOUR HOME COULD BE SOLD WITHOUT YOUR PERMISSION AND WITHOUT ANY COURT ACTION IF YOU MISS ANY PAYMENT REQUIRED BY THIS CONTRACT."