



COTFORT RESIDENTIAL REMODELING INC.

COTFORT RESIDENTIAL REMODELING INC.

Business Number +1 (650) 770 3263

565 W. Hacienda ave Campbell, 95008, CA

<https://www.cotfort.com>

info@cotfort.com

ESTIMATE

EST0522

DATE

03/05/2025

TOTAL

USD \$15,000.00

TO

Marianne Wagner

32753 Downieville St Union City

☎ +1 (510) 468-4939

Symviolin@aol.com

DESCRIPTION	RATE	QTY	AMOUNT
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BATHROOM REMODELLING COVERING:	\$15,000.00	1	\$15,000.00
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*Required covering package will include but not limited to: Ram board, Sticky nylon,
 *Moist resistant paper, 6 mil plastic, Zipper (up to 3), Tape & Painters polls.

DEMOLITION:

*Demolish existing materials as necessary to facilitate planned design.
 *Clean up an haul away the debris.
 *Dust and noise are unavoidable in most demolition situations. The work location can often be dangerous, so be sure to have young children and pets out of the work area and an unobstructed path cleared through your home to the outdoors.

*Complete demolition of bathroom.

DELETE

*Removal tub tiles vanity, floor etc.

SCOPE OF WORK:

*Framing:

*This part includes any mold, water damaged, rotten studs, subfloor replacement.

Hello Umid —

We've decided not to replace our tub and the shower tile at this time. However, we still want new fixtures (shower head, tub faucet) installed. Please adjust the overall cost of our bathroom project by eliminating the items in the pink text boxes below.

Items missing from your estimate that we had specified are:
 * installation of bathroom cabinet above toilet.
 * install grab bar on shower wall.
 * re-caulk tub.

I'm not sure what is meant by "Other Prices." We don't want the shower tub refinishing. Are the bathroom fan replacement and towel bars extra and not part of the \$15,000.00? The bathroom fan is already listed under Electrical.

Waterproofing:

- * Shower floor waterproofing membrane installation.
- *Waterproof boards installation for walls.
- *Shower niche installation.
- *Bathroom floor waterproof system installation.
- *Passing inspection.

DELETE

*Electrical:

- *Install exhaust fan to bathroom.
- *install dimmer switch for lights.
- *Replace a light fixture above the vanity.
- *Pass city inspection.

DELETE

*Plumbing + Mechanical:

- *Upgrade plumbing in shower as needed by code, approved layout.
- *Install cartridge, valve.
- *New cooper piping
- *Shower P trap replacement or relocation.
- *prepare plumbing for new shower handle
- *Prepare plumbing for vanity.(Check if everything up to by codes.
- *Pass all rough inspections.

DELETE

*Drywall and paint:

- *Install drywall/repair as needed in bathroom walls.
- Mud walls and prepare for paint.
- *Paint the walls, ceiling, and trims in the bathroom.

Tiling:

- *Tile installation for shower floor.
- *Tile installation on bathroom floor .
- *Tiling Shower Walls, and shampoo niches (all tile to be per chosen material)
- *Apply mold-resistant grout and sealer to all tiles.

DELETE

DELETE

Fixtures:

- *Install custom vanity by approved layout.
- *Install prefabricated counter on vanity.
- *install backsplash.
- *Toilet installation.

- *Connect the faucet and drain.

*Install new shower head and handheld faucet fixtures.
 *Install bathroom accessories: new mirror, toilet paper holder, light fixtures, etc... by approved by layout.
 *Install electrical outlets, switches and, and all needed components for the bathroom per plan.
 Pass all city inspections.

*Permit:
 *Builder shall complete permit applications and make submissions to municipality for all building and mechanical permits required.

Final walkthrough.
 Final walk-through inspection before closing.

1. Pass all city inspections and fix corrections as needed if needed within the scope of the work
2. Manage punch list and make sure the finished product is delivered meeting company/client standards
3. Sign a completion form
4. All debris has been cleared from the job site
5. The job site is clean and ready to be delivered to the client.

OTHER PRICES.	\$0.00	1	\$0.00
*Bathroom shower fixtures replacement included shower cartridge will be 350\$			
*Shower tub refinishing 900\$			
*Bathroom fan replacement 300\$			
*Towel rack installation 250\$ 2 of them.			

TOTAL **USD \$15,000.00**

LICENSE #1120448

INCLUDED:

Handling city permit process and inspection scheduling.
 The quoted price includes the cost for labor and rough materials such as: Cover materials, Insulation,

Waterproofing system.kerdi boards,curb , tapes curb , ditra system for floor.Mortar cement,Screws,Tile leveler,Drywall ,Patch ,Tape,Roller ,Brush. ,Wires for electrical. ,Electrical box. ,Wire nuts,And all materials behind tiles,plumbing pipes, and other invisible rough materials. Additionally, the price covers delivery and stocking of materials on-site. We will be in charge of cleaning and leaving everything ready to use.

NOT INCLUDED:

Subject to but not limited to;

Custom countertop fabrication,medicine cabinets, PGE fees (if applicable) and unforeseen items.Customer provides:Paint,Tile,Grout,Shower door,Toilet,Vanity ,Faucet,Mirror,Light fixtures,Recessed lights,Outlet,Switch, shelves. Shower system,Bathroom fan,

SCHEDULE OF PROGRESS PAYMENTS: (Each payment is a "milestone" - the cost is not the value of each stage)

*Down payment-500\$

*After demolition-2000\$

*After Rough plumbing is done and inspection passed-4000\$

*After Electrical done -1000\$

*After Tile installed -4000\$

*After painting-3000\$

*After inspection-Rest of the remaining balance.

AGREEMENT made as of the date below BETWEEN the Owner as specified in the Project Proposal above, and the Contractor COTFORT RESIDENTIAL REMODELING INC. (License No. 1120448) for the Project specified in the Estimates section and Project Proposal above.

TERMS AND CONDITIONS

1. Owner's Responsibilities:

*The Owner is responsible for supplying water, gas, sewer, and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site are necessary.

*The owner agrees to allow and provide the Contractor and his equipment access to the property.

*The owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction(The contractor expects to receive funds directly, either through: Cash payments, Bank transfers, or Checks) unless otherwise specified.

*The Owner is responsible for removing or protecting any personal property and the Contractor is not responsible for the same or any carpets, drapes, furniture, driveways, lawns, shrubs, etc.

*The Owner shall point out and warrant the property lines to the Contractor and shall hold the Contractor harmless for any disputes or errors in the property line or setback locations.

2. 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 ordered by the 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 the 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 Contractor, or other causes beyond the Contractor's reasonable control.

3. Plans and Specifications.

*If plans and specifications are prepared for this job, they shall be attached to and become a part of the Agreement.

*The contractor will obtain all required building permits, but the Owner will pay for permits, assessments, and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, other utilities, water hook-up charges, and the like.

4. Subcontracts.

*The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. Completion and Occupancy.

*The owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes the final inspection by the public body but the Owner fails to record a Notice of Completion, then the owner hereby appoints the Contractor as the Owner's agent to sign and record a Notice of Completion on behalf of the Owner. This agency is irrevocable and is an agency coupled with an interest.

*In the event, that the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner, and the Owner agrees that such occupancy shall be a waiver of any claims against the Contractor.

6. Insurance and Deposits.

*The owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with the course of construction, vandalism, and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured and to protect Owner, Contractor and his subcontractors and construction lender as their interests may appear;

*Should the Owner fail to do so? The contractor may procure such insurance as an agent for and at the expense of the Owner but is not required to do so. If the project is destroyed or damaged by disaster, accident, or calamity, such as fire, storm, earthquake, flood, landslide, theft, or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work.

*The contractor shall carry Worker's Compensation Insurance for the protection of the contractor's employees during the progress of the work.

*The owner shall obtain and pay for insurance against injury to his employees and persons under the Owner's discretion and persons on the job site at the Owner's invitation.

7. Payments and Right to Stop Work:

*Because the Contractor is not invoicing the Owner in advance of performing the work, prompt payment of Progress Payments is essential. Progress payments are due as stated in the Schedule of Progress Payments.

Failure by the Owner to make payment

within SEVEN days of the request for payment by the Contractor is a material breach of this Agreement.

*Past due payments shall bear interest at the rate of 1 1/2% per month (18% per annum) until paid in full. The contractor shall have the right to stop work if any payment shall not be made, when due, to the Contractor under this Agreement, and the Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have.

8. Clean Up.

*The contractor will remove from the Owner's property debris and surplus material created by his operation and leave it in a neat and broom-clean condition.

9. LIMITED WARRANTY:

*All materials, equipment, and fixtures installed are covered under the manufacturer's warranty and are not warranted by Cotfort Residential Remodeling.

*Cotfort Residential Remodeling warrants its workmanship for 2 years from the completion of the work improvement.

*The Owner must provide Cotfort Residential Remodelling notice of any noted issues within 48 hours of a problem arising; this warranty shall be void if any other contractor has worked on the property or has modified the work installed by Cotfort Residential Remodelling in any way.

*Cotfort Residential Remodeling shall provide labor to repair fixtures Cotfort Residential Remodeling supplied and install if the fixtures fail during this one year. However, labor that is necessary to repair any owner-supplied fixtures shall be at the Owner's expense.

THE LIMITED WARRANTY PROVIDED BY Cotfort Residential Remodeling IS ONLY AS CONTAINED WITHIN THIS WRITTEN AGREEMENT. NO OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN IS INCLUDED IN THIS AGREEMENT. IF THE MANUFACTURER OF ANYTHING INSTALLED HEREIN OFFERS A DIFFERENT WARRANTY, THEN THE OWNER MUST LOOK TO MANUFACTURER FOR HIS/HER RIGHTS UNDER THE WARRANTY AND NOT Cotfort Residential Remodeling.

10. Validity and Damages.

*In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable, or illegal, the validity, enforceability, and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which the Contractor may be liable to the Owner shall not, in any event, exceed the cash price of this contract.

11. Asbestos, Lead, Mold, and other Hazardous Materials.

*Owner hereby represents that The owner does not know of the existence and/or in any portion of the premises affected by the

Project any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew, or fungus), or other hazardous materials.

*Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. The contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work. Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses.

*Therefore, unless the contract specifically calls for the same, if the Contractor encounters such substances, the Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/ or hazardous material contractor to perform the work or the Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed.

*If mold or microbial contamination is removed by the Contractor, the Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, the Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or any adjacent location, after the completion of the work performed by Contractor.

*The owner agrees to hold the Contractor harmless and shall indemnify the Contractor harmless for any recurrence of mold or microbial contamination.

*The Owner also agrees that the Contractor shall not be responsible, and agrees to hold the Contractor harmless and indemnify the Contractor for the existence of mold or microbial contamination in any area that the Contractor was not contracted to test and/or remediate.

*Further, The owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination.

*The contractor makes no representations whatsoever as to coverage for mold contamination, though at the Owner's additional expense, if requested in writing, the contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by the Owner as an extra.

12. Standards of Materials and Workmanship.

*The contractor shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/or specifications provided to the Contractor before the execution of this Agreement.

*Unless expressly stated in the Scope of Work, the Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of the Contractor to be performed herein by any subsequently agreed-upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring, carpet, wall coverings, paint, tile, or decorator items.

13. Interest.

*Overdue payments will bear interest at the rate of 1-1/2 % per month (18% per annum).

14. Change in the Work.

*Should the Owner, construction lender, or any public body or inspector direct any modification or addition to

the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when a Contract Change Order or Continuation/Addendum has been signed by both the Owner and the Contractor.

*The change in the Contract Price caused by such Contract Change shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment subcontracts, and materials, plus a Contractor's fee of 20% shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed.

15. Note 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 before the commencement of any work covered by the new change order. The order must describe the scope of the 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.

*You, the buyer, may not require a contractor to perform extra or change-order work without providing written authorization before the commencement of any work covered by the new change order.

*Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing before the commencement of any work covered by the new change order:

(i) The scope of work encompassed by the order.

(ii) The amount to be added or subtracted from the contract.

(iii) The effect the order will have on the progress payments or the completion date.

*The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

16. Existing Defects.

*The contractor is not responsible for existing structural defects, defective soil conditions, or existing code violations. Despite the exercise of reasonable care during construction, conditions may be discovered, the repair, of which are outside the scope of this Agreement.

*The cost to repair such defective conditions will be added as an extra charge to this Agreement by way of a change order or continuation/addendum.

17. Contractor's Right to Address Claims of Defective Workmanship and/or Make Necessary repairs.

*The owner agrees to notify the Contractor in writing of any claims of defective workmanship and/or incomplete work and to give the contractor a reasonable opportunity following receipt thereof to inspect the property, to make the necessary repairs, and/or to perform such additional work as the Contractor may deem necessary as a result of said complaint by the Owner.

*The Owner agrees that the Owner's failure and/or refusal to allow the Contractor to make necessary repairs or perform additional work in the following receipt of the Owner's written notification of same shall preclude the Owner's ability to seek compensation for any such items of complaint.

18. EXISTING CONDITIONS.

*Cotfort Residential Remodeling calls attention to the Owner regarding the limitations of patching plaster and stucco, matching paint, matching texture, and/or matching any finished product. Cotfort Residential Remodelling will make every effort to match all existing conditions, i.e., textures and colors, however, exact duplication is not promised or guaranteed.

NOTICE REGARDING THREE (OR FIVE) DAYS RIGHT TO CANCEL:

Three-day (or Five)-Day) Right to Cancel: You, the buyer, have the right to cancel this contract within three business days (if you are over 65 years of age, within 5 business days). You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day (or if you are 65 years of age or older than of the fifth business day) after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return 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 20 days of the date of your notice of cancellation, you may keep them 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 the performance of all obligations under the contract.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

VISIT CSLB's website at www.cslb.ca.gov

CALL CSLB at 1-800-321-CSLB (2752)

WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

COMMERCIAL GENERAL LIABILITY INSURANCE (GL)

This Contractor carries general liability insurance. (Ferrante Insurance Services, Inc. Policy #CK01CAK003230-00)

WORKER'S COMPENSATION INSURANCE

This contractor carries workers' compensation insurance for all employees. (State Compensation Insurance Fund Policy #9360038)

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 liens 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 '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 Notices. You will not get Preliminary Notices from your prime contractor or other persons you contract with directly or from laborers who work on your project. The law assumes that you already know they are improving your property.

