

## EXHIBIT 2-A

**Suresh Prasad**

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**From:** Jim, Sharon, or Doug <bwaycarpet1049@sbcglobal.net>  
**Sent:** Thursday, February 13, 2014 2:30 PM  
**To:** Suresh Prasad  
**Subject:** Carpet Proposal from Broadway Carpets

Broadway Carpets-Draperies, Inc  
1049 Broadway Avenue \* Seaside , California 93955  
Phone (831) 394-6831 Fax (831) 394-3488  
Contractor's License # 416858

Proposal

Contractors are required by law to be licensed and regulated by the Contractor's 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 of the Board, Contractor's State License Board, P. O. Box 26000 , Sacramento, Ca. 95826

In Care Of:  
Suresh Prasad  
Chief Financial Officer/  
Administrative Services Manager  
office 658 5614 cell 521 5644

Installation Address:  
Monterey Peninsula Water Management District  
5 Harris Ct #G  
Monterey, CA 93940

We hereby submit specifications and estimates for:

### Option 1

To remove the existing carpet, pad and tack strip dispose of it and furnish and install new carpet and 4 inch rubber base in all of the upstairs offices and common areas and the stairway leading down to the lobby, the reception offices to the left and the right of the tile entrance, the conference and store room down stairs and the hall way downstairs. Basically all of the existing carpeted areas where employees are conducting business at MPWMD in building G.  
Vacuuming upon job completion.

Nylon Carpet Tiles from Kraus with Stain Proof Warranty

Total Cost: \$25,500.00

### Option 2

To remove the existing carpet, pad and tack strip dispose of it and furnish and install new carpet and 4 inch rubber base in all of the upstairs offices and common areas and the stairway leading down to the lobby, the reception offices to the left and the right of the tile entrance, the conference and store room down stairs and the hall way downstairs. Basically all of the existing carpeted areas where employees are conducting business at MPWMD in building G.  
Vacuuming upon job completion.

Polypropylene Carpet Tiles from Kraus with Stain Proof Warranty :

Total Cost: \$22,500.00

Option 3

To remove the existing carpet, pad and tack strip dispose of it and furnish and install new carpet and 4 inch rubber base in all of the upstairs offices and common areas and the stairway leading down to the lobby, the reception offices to the left and the right of the tile entrance, the conference and store room down stairs and the hall way downstairs. Basically all of the existing carpeted areas where employees are conducting business at MPWMD in building G.

Vacuuming upon job completion.

Nylon Broadloom Carpet from Kraus with Stain Proof Warranty

Total Cost: \$23,900.00

Option 4

To remove the existing carpet, pad and tack strip dispose of it and furnish and install new carpet and 4 inch rubber base in all of the upstairs offices and common areas and the stairway leading down to the lobby, the reception offices to the left and the right of the tile entrance, the conference and store room down stairs and the hall way downstairs. Basically all of the existing carpeted areas where employees are conducting business at MPWMD in building G.

Vacuuming upon job completion.

Nylon Broadloom Carpet from Mohawk

Total Cost: \$20,000.00

Offices will be scheduled for installation, over the weekends only. Although, common areas can be installed during the week.

Please circle the options chosen and initial and sign the bottom and please allow 4 to 6 weeks for order time and scheduling.

Payments to be made as followed:

Deposit of 50%, and 50% balance to be paid upon job completion or within 15 days upon Broadway Carpets receiving the carpet. Whichever comes first.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Authorized signature; Doug Brown \_\_\_\_\_ Date: February 13, 2014

note: This proposal may be withdrawn by us if not accepted within 15 days. Stock items will not be held with out a deposit first received. Stock items are subject to availability.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

**ES401988**

**ESTIMATE**

<b>Sold To</b> MONTEREY PEN. WATER MNGM. DISTRICT 5 HARRIS COURT BUILDING G MONTEREY, CA 93940	<b>Ship To</b> MONTEREY PEN. WATER MNGM. DISTRICT, SURESH 521-5644 5 HARRIS COURT BUILDING G
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<b>Quote Date</b> 02/18/14	<b>Phone #1</b> 831-658-5600	<b>PO Number</b> CONTRACT	<b>Quote Number</b> ES401988
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Inventory	Style/Item	Color/Description	Quantity Units
BURKE ???BLK	4" RUBBER COVE BASE	502 BROWN	1,760.00 LF
TSB 2.5+4	INSTALL TSB 2.5"&4"		1,760.00 LF
PULL GLUE	PULL UP GLUEDOWN		280.00 SY
CPT TILE	CARPET TILE INSTALL		715.00 SY
	HOMEROOM II 280Z	02432 TUTOR	20.67 SY
PULL UP	REMOVE EXISTING CPT		460.00 SY
FURNITURE	R&R FURNITURE		715.00 YD
SH N5000	ADH//N 5000 CPT TILE		8.00 PAIL
CPT REGULAR	CARPET REGULAR		22.00 SY
BOX STEPS	STAIRS REGULAR		20.00 EA
LP 3/8 NOVA	3/8 NOVA 32 OZ FIBER	32 OZ NEEDLE POUNCH	21.00 SY

WE REMOVE EXISTING CARPET AND DISPOSE. WE REMOVE EXISTING GLUEDOWN CARPET. WE INSTALL NEW 4" RUBBER BASE. CUSTOMER TO CLEAR, REMOVE AND REINSTALL ALL ELECTRONICS INCLUDING COMPUTERS, TV, PHONES, COPY MACHINES, ETC. WE REMOVE AND REPLACE BASIC FURNITURE. CUSTOMER TO CLEAR ALL PERSONALS, CLEAR ALL PAPERWORK, ETC. CUSTOMER TO REMOVE ALL BOOKS FROM BOOKSHELVES, ETC.

WE INSTALL NEW CARPET TILE.

DEPOSIT REQUIRED ON ALL ORDERS . NOT SUBJECT TO CANCELLATION . NO REFUNDS ON SPECIAL ORDER(S) OR CUT MERCHANDISE . CUSTOMER SOLELY RESPONSIBLE FOR CUTTING ALL DOORS . CUSTOMER SHALL HAVE THE DUTY TO DISCLOSE ALL KNOWN DEFECTS IN OR ABOUT THE INSTALLATION SITE AND SHALL PAY FOR UNKNOWN DEFECTS. MOVING OF FURNITURE IS UNDERTAKEN BY SELLER ONLY AT CUSTOMER'S RISK AND EXPENSE.

— 02/20/14 —

1:16PM —

Sales Representative(s):

JIM LIPMAN

Recycle Fee: 1.03  
**ESTIMATE TOTAL: \$37,900.71**

# HERNANDEZ FLOORING

1357 Los Cruces Ct.,  
Salinas, CA 93901  
831-320-5579  
Cal Lic. #909696  
dave@yourservicesolution.com

**PROPOSAL # 140221**

**February 24, 2014**

Proposal submitted to:

Job address:

Submitted to:

Job address:

Monterey Peninsula Water Mgmt. District  
Suresh Prasad  
5 Harris Ct. Bldg G  
Monterey, CA 93940

same

We hereby submit specifications and estimates for: Carpet Replacement

## Scope of Proposed Work

Remove all existing interior carpet and padding

Prep floors to receive new carpet

Remove and reset all furniture and fixtures

Replace front stair carpet and install ADA compliant contrasting strips

No work to rear stairs

Remove and replace all existing carpet base with 4" rubber base cove, color to be determined by client

Dispose and haul away of all debris

Coordinate installation with site staff to minimize disruption

Clean up and restore work area at the conclusion of each work day

All work to be performed by Hernandez Flooring (CA Lic. # 909696)

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|-----------|---|-------------|
| Option A. | Install standard 12' goods in commercial grade carpet as specified by client<br>Carpet to be Shaw Commercial Queen, color to be determined by client<br>Install commercial grade #8 3/8" felt pad | \$26,075.00 |
| Option B. | Install standard 24"x24" commercial carpet squares as specified by client<br>Carpet to be Shaw Commercial Queen, color to be determined by client   | \$31,658.00 |

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**Timeframe.** Upon acceptance of this proposal, job schedule to be mutually agreed upon and detailed. Job schedule will include a start time, progress time per unit and completion time per each phase and unit.

**Permits and Professional Fees/ Requirements.** This proposal /contract does not include the cost of a building permit from the local jurisdiction. It does not include costs, if any, should they be required, in order to submit for a permit, (architectural, engineering or other professional fees). This proposal does not include the costs for any engineering certification required (structural, mechanical or other) nor does it include any changes to the scope of work that may be required as a result of that engineering certification. The cost of all government required compliance activities will be an added expense and be reimbursed to contractor at a rate of one hundred ten percent (110%) of the cost.

**Changes to work specified.** The above costs do not include the repair to hidden or undisclosed damage revealed during the course of construction or demolition outside of the scope of work outlined. Owner, without invalidating the contract, may order changes in the work consisting of additions, deletions, or modifications, the contract sum and contract time being adjusted accordingly. All such changes shall be authorized by written change order signed by the parties. Only one authorized signature from each respective party shall be necessary to execute the change order. All hidden, concealed, or unforeseeable conditions, including water and pest damage and code violations that must be repaired, corrected, or replaced shall result in a change order to the work.

**Payment schedule.** To be arranged and detailed prior to the start of work. Final payment for all remaining charges to be made upon completion and acceptance of work.

**Utilities.** All utilities are to be paid by Owner during the construction period.

**Insurance.** Owner shall carry fire, earthquake and all other necessary insurance on the above work. Service provider to provide Workman's Compensation and Public Liability Insurance.

**Delays and Work by Others.** Service provider shall not be required to perform this agreement as contracted if subject to lockouts, strikes, accidents or delays beyond its control. Owner agrees that they will not use contractors, laborers, or suppliers except as provided by service provider, and then only in accordance with the terms of this contract. Any deviation must be approved by service provider in writing and Owner may not hold service provider responsible for the quality of work and materials utilized by these persons. Owner will also be responsible for any delay caused by the use or work of any such person.

**Dispute Resolution.** All claims or disputes between service provider and Owner arising out of, or relating to, the agreement or breach thereof, shall be decided by binding arbitration, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed within sixty (60) days after the dispute or claim has arisen.

**Litigation and Arbitration Costs.** In the event it becomes necessary to enforce this agreement by litigation or arbitration, the prevailing party shall be entitled to court costs, attorneys' and collection fees.

**Written Approval.** This agreement shall not be effective until it is signed by both service provider and Owner. It is understood and agreed that this work is not provided for in any other agreement, written or oral, and that any earlier oral understanding is superseded by this agreement.

\_\_\_\_\_, date \_\_\_\_\_  
Hernandez Flooring

\_\_\_\_\_, date \_\_\_\_\_  
Accepting signature/ owner