



MJB/Bixby Construction, Inc.

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California State Contractor's License #571821

March 2, 2001

Mr. Greg Carver and Brian Nelson
2731 Marshall Way
Sacramento, CA 95818

Dear Mr. Carver and Mr. Nelson,

I am responding to your letter dated February 21, 2001. I appreciate your detailed explanations, they are always helpful when disputing an issue in a court of law. I find it very unprofessional that not one complaint was made regarding MJB Bixby Construction or its personnel until you decided you did not want to pay monies owed. I strongly disagree with the majority of your letter. Often times, people who don't want to pay their bills, or can't pay their bills, complain to agencies. These falsified complaints allow them to delay payment or tort the payee into accepting less then what he is owed. I have already responded to the Better Business Bureau and told them we will not be using their services. If and when the time comes, I will also relay the same information to the Contractor's Board and any and all other entities you may contact.

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In reference to the contract. I do agree that you, Brian and myself met at my office, read the contract line by line, and then signed it. I also agree that Brian was and still is your associate and was given full permission to act as your agent. Throughout this project Brian has been the person in charge. Brian has performed all facets of this project including, but not limited to, making detailed changes to the first and second contract (which was thoroughly read both times), drawing detailed plans for the project, pulling permits, requesting change orders, eliminating parts of signed the contract, approving personnel hours, materials, invoices, and overseeing all workers (not limited to MJB Bixby Construction), as well as physically working on the project. When the job was near completion, Brian claimed he did not agree with change orders that had not been billed. He also went back and disputed invoices that had already been billed and paid. Brian had thoroughly looked at all the previous invoices, enough to point out minor billing disagreements of which we found common ground.

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I made it clear to both of you that I would not be at the project on a daily basis, you must remember I told you my mother-in-law was terminally ill, therefore, limiting the time I had available. It is also not custom for me to be at a job on a daily basis. You also stated, Brian, your associate and significant other, lived on the property and would be overseeing the entire project. In fact, on the first day MJB Bixby Construction was on the site, you requested they perform work that was not in the contract. There were many items that Brian requested above and beyond what was agreed to in the contract. These requests were considered change orders of which Brian oversaw, approved, and paid for. The change orders were typically approved verbally and billed out approximately a week or two after completion. Towards the end of the job, Brian made it very clear that he would not be paying for any change orders that had been completed and not yet billed. Once this statement was made, MJB Bixby Construction immediately followed proper procedures to insure payment. I find it interesting that Greg is making claims about what went on during this project when he wasn't even there (Monday -Friday).

EXHIBIT C

EXHIBIT F

EXHIBIT G

EXHIBIT D

EXHIBIT E

EXHIBIT H

EXHIBIT I

EXHIBIT J



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