



General Contractor
Asphalt
Concrete
Fuel Tanks
License: 523300 A,B,C8,C12,HAZ
Public Works Contractor Registration #1000003892

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June 9, 2023

Proposal and Contract

Page 1 of 2

Customer:

SDCOE
6401 Linda Vista Rd
San Diego, CA 92111
Attn: Eric Burg

Phone:

Fax:

Email: eric.berg@sdcoe.net

Job Address:

San Pasqual-Lower Playground Asphalt Repairs
15305 Rockwood Rd.
Escondido, CA 92027

Description:

Lower Playground

Grind and remove asphalt tracks totaling 4,790 square feet to 4" in depth and haul debris to legal landfill
Scarify and re-compact existing soil prior to new asphalt installation
Patch back 4,790 square feet with up to 4" of hot mix asphalt and compact

\$44,250.00

Clean, crack fill and sealcoat 97,350 square feet of existing asphalt with 1 coat of asphalt sealer. From west gate to playground

\$14,260.00

Restripe playground per existing layout

\$6,655.00

***** All work on prepared, compacted subgrade by others**

NOTE: DUE TO THE VOLATILITY OF THE OIL MARKETS, ASPHALT PRICES ARE CHANGING ON A DAY TO DAY BASIS AND FINAL PRICE OF MATERIAL WILL BE DRIVEN BY MARKET PRICES, AND ARE SUBJECT TO CHANGE AT ANY TIME.

Excludes: Sawcutting, Demolition, Staking, Testing, Engineering, Permits, Bonds, Fees, Traffic Control, Scarify, Recompact, Waiver of Subrogation, Color, Special Finishes, Base Under Concrete, Rebar, Mesh, Vapor Barrier, Sealer, Stain, Polishes, Caulking, Floor Hardener, Embeds and Sleeves.

Note: Project to be completed in one phase with full access to site.

This proposal is valid for 30 days from the date above. We reserve the right to modify this proposal after 30 days to adjust for changes in our costs for material, equipment and labor.

TOTAL CONTRACT AMOUNT \$ 65,165.00

Estimator Name: John Duke Jr. Customer Initials: Date:

Note: Initial this page & sign second page

CONTRACT TERMS AND CONDITIONS

1. The quantities included in the proposal are approximate. Should there be any change in these quantities, the unit prices as quoted shall be used as the basis of payment for the amount of work completed. ANGUS ASPHALT INC. reserves the right to revise the unit prices should the included be reduced by an amount greater than 10% from the estimated amount.
2. Any agreement made or order taken by ANGUS ASPHALT INC. is subject to weather conditions, contingencies of manufacturers, labor strikes, fires, embargoes, government regulations, delay in transit, or to any other contingencies beyond the control of ANGUS ASPHALT INC.
3. Should the customer, architect, or engineers for the customer make any changes to the drawings, specification or actual field changes including, but not limited for elevation, quantities, or job conditions that were not mutually understood to be part of the work for which we contracted, ANGUS ASPHALT INC. agrees to furnish the materials and perform the work that the customer may require without nullifying this agreement, providing the customer agrees to pay for additions to or reductions from the contract prices quoted.
4. ANGUS ASPHALT INC. does not assume responsibility or liability for damage to our constructed items of work during the time that the subcontractors for the customer perform work over, under or through our construction. If damage should occur, the customer shall be responsible for payment and immediate repair to all work so damaged, so as to not cause ANGUS ASPHALT INC. any delay in the customer accepting our work.
5. Customer agrees to pay for all engineering, surveying and inspection permits and fees which apply to the work to be performed by ANGUS ASPHALT INC. unless ANGUS ASPHALT INC has specifically stated that these expenses are included in the quotation.
6. ANGUS ASPHALT INC is not responsible for damage to underground lines, cables, and / or valves or other obstructions unless they are specifically indicated or clearly identified on drawings or on the ground by the customer. If different is required ANGUS ASPHALT INC. must be notified and customer shall assume all responsibility for said notification.
7. Buyer agrees to give written notice to ANGUS ASPHALT INC. of any alleged defect in material or workmanship within five days after completion of this contract, and no claims will be allowed thereafter. No allowances will be made for labor, material, repairs or alterations without the written consent of ANGUS ASPHALT INC.
8. Unless otherwise specified, the term "line grade" shall mean that present grades are with +/- one tenth of a foot of finished subgrade. An extra charge will be made of excess dirt to be hauled away or fill to be brought in. Rough grade is not included in this proposal unless specifically stated. Customer shall be fully responsible for staking elevations and ANGUS ASPHALT INC. responsibility is limited to complying with those elevations.
9. All parties accepting this proposal hereby agree to pay 100% of the contract price and any changes for extras and/or delays caused to ANGUS ASPHALT INC. within 20 days after substantial completion of the work contained herein and any and all extra work performed by ANGUS ASPHALT INC. The parties have to agree that TIME IS OF THE ESSENCE with regard to this provision. By accepting this proposal, the parties hereto are representing to ANGUS ASPHALT INC. that they have the ability to and will comply with this representation. In the event of a breach of this provision, each party hereto agrees to pay ANGUS ASPHALT INC. delinquency charges on all amounts past due at the rate of 1 ½% per month until paid. Each agrees to pay Seller's actual attorney's fees, incurred with or without suit, to collect any amount unpaid. If any party files an action or arbitration proceeding which is based on this contract and/or ANGUS ASPHALT INC. performance of work, the prevailing party shall be entitled to recover its reasonable attorney fees and expert fees.
10. If any action, proceeding, mediation or arbitration, is filed and/or commenced by any party which is related in any way to this Contract, the Project, ANGUS ASPHALT INC. work, or which alleges construction defects and/or a right to indemnification and/or contribution, the prevailing party shall recover all costs, attorney's fees, expert witness fees, and insurance deductibles incurred by the prevailing party in said action or proceeding.
11. This quotation is based on the current price of labor and material and if not accepted within five days from the date hereof and/or if the work is not commenced within 30 days from the date hereof, ANGUS ASPHALT INC. reserves the right to submit a new quotation.
12. To the fullest extent permitted by law, Contractor shall defend and indemnify and hold harmless Owner from claims, demands, costs, attorney fees, causes of action and liabilities of every kind whatsoever arising out of contractor's work. Nothing herein shall be construed as requiring Contractor to defend and/or indemnify Owner against claims, demands, costs, attorney fees, causes of action or liabilities which are related to the sole negligence or willful misconduct of Owner, Owners agents, contractors, design professionals and/or surveyors, or defects in design, or claims that do not arise out of the scope of work of Contractor. The defense and indemnity set forth in this section shall not be limited by any insurance requirements or by any other provision in this agreement.
13. ANGUS ASPHALT INC. warrants all of our work for a period of 1 (one) year from the time of completion unless otherwise specified.
14. Payments may be made by credit card and a 3% charge will be added to any and all payments.

PLEASE SIGN AND COMPLETE THE SECTION BELOW TO SIGNIFY ACCEPTANCE OF THIS CONTRACT

ANGUS ASPHALT INC

Signature: _____

Estimator: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Date: _____