

ALLIED PAVING CO.

13912 Newhope St, Garden Grove, CA 92843
(714) 632-7484 ~ Fax (714) 632-8599

Licensed and Bonded
LIC. # 780394 - SBE #37495
WOSB - WBE #15030078



To: CITY OF COACHELLA

Address: 53990 ENTERPRISE WAY

City: COACHELLA State: CA Zip: 92236

Attn: BRIANNA GREENWOOD

Phone: 760-398-5744 X142

Email: bgreenwood@coachella.org

Job Address: SUNBURST ST & SUNSHINE AVE - COACHELLA GRIND & CAP PROPOSAL

ASPHALT GRIND & OVERLAY: (1) MOVE

1. Traffic control Included in price.
2. Cold plane grind Approx. (58,907) Sq Ft of existing asphalt to depth of (1.5)" below grade & haul offsite.
3. Apply tack and install (1.5)" Hot mix asphalt to Approx. (58,907) Sq Ft. Roll for compaction.

\$1.80 / Sq ft = TOTAL: \$106,035

SPEED HUMP INSTALLATION: (1) MOVE

1. Apply tack and install (2) speed humps with variable (1-4)" new hot mix asphalt to Approx. (560) Sq Ft
2. Roll new asphalt for compaction.

LUMP SUM TOTAL: \$13,500

RESTRIPING: (1) MOVE

1. Restripe all asphalt affected areas per existing layout / city standards (Speed Humps, BUMP Stencils, etc).

LUMP SUM TOTAL: \$2,800

NOTES:

- Quotes are good for 30 days
- Scope of work not to include inspection fees, permits, compaction testing, engineering, and water source.
- If Petromat Fabric is encountered during the grinding or replacement additional dump fees may apply.

Page 2 General Conditions regardless of signature are binding and part of this Proposal or Contract as an attachment. Drainage designs of 1% or less will or less will not be the responsibility of this firm; furthermore repairs to said designs will be considered additional work.

Terms: Net cash within ten (10) days from date of invoice. If any billing is not paid when due Allied Paving Co. has the right to stop work and keep the job idle until past due payments are paid. The General Contractor agrees to be the primary responsible party to Allied Paving Co for all payments.

Date 10/16/2023

Allied Paving Co.

Subject to Office approval

Per: BRANDON JETER

I/we accept the within proposal. You are authorized to perform the work comprehended here under, I/ we agree to pay the said amount in accordance with the terms set forth.

Company _____ Date _____ By _____

TERMS

1. Any deviation from these specifications and/or terms shall be by mutual agreement and shall be in writing. Payment for extra work and allowance for omissions shall be fixed in advance on demand by either party and shall be set forth in said writing. No verbal agreement or understanding shall be binding unless consideration has been exchanged.
2. All payments received in accordance with the terms of this contract are accepted with the understanding that such payments shall be applied to the payment of material and labor furnished on this job.
3. Both parties agree that the plans and specifications may be changed without impairing the validity of this contract, subject, however, to the condition that the sum allowed either party for such alterations shall have been agreed upon by the parties to the contract and a full statement of the same made in writing and signed by them before the work to be affected by the changes is commenced.
4. This proposal/contract is based on the current price of labor and materials and if not accepted and commenced within thirty (30) days from the date hereof, the proposal/contract is void.
5. This agreement is contingent upon strikes, accidents or delays beyond the control of the parties.
6. Interest will be charged on all accounts over thirty (30) calendar days past due at a rate of eighteen percent (18%) per month, until the full amount has been paid. Each payment shall be credited first on interest then due and the remainder on the principle and interest shall thereupon cease upon the principal so credited.
7. Should default be made in the payment of this contract, the entire amount shall become immediately due.
8. If any litigation is commenced between the parties to this proposal/contract concerning this proposal/contract, or the rights and duties of either in relation to it, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a sum as and for its attorney's fees and costs in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
9. Except as specifically set forth to the contrary, Allied Paving Company shall not be liable for the rough grade, sub grade, re-compaction, concrete, base material under concrete, engineering, tests, permits, inspection fees, water meter, staking, drainage in areas of less than one percent (1%) grade breakage of underground utilities, pipe wiring and manholes which are not visible to workmen.
10. Allied Paving Company will not be responsible for soil, sub grade, base or paving grade due to rain or floods or uncontrollable conditions caused by weather.
11. Material prices quoted to this firm are subject to change by the supplier at anytime and therefore it is agreed that increases beyond the specified good through date will be paid by the owner/contractor.
12. Allied Paving Co. is not responsible for damage caused by movement of valve cans or manholes raised to grade prior to installation of base or asphalt.
13. Allied Paving Co. is not responsible trench, manhole or valve patching unless specifically noted otherwise.
14. Allied Paving cannot take responsibility for work against "GREEN" concrete and/or un-backfilled curbs.

NOTICE TO OWNER

"Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract performance bond for the work of improvement or a modification thereof, in the office of the county recorder for the county where the property is situated, and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of claims of all persons furnishing labor, services, equipment or materials for the work described in said contract."

Under California Mechanics Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.

BY SIGNING THISPAGE I HAVE READ THE TERMS OF THIS BID/PROPOSAL. PLEASE RETURN THIS PAGE (FAX OR MAIL) ALONG WITH YOUR PROPOSAL.

DATE: _____ **SIGNATURE:** _____