



PAVING • GRADING • DEMOLITION
SEAL COATING • STRIPING • CRACK FILLING
CONCRETE • ADA COMPLIANCE UPGRADES

License# 547970 DIR #1000011638
1210 Stabler Lane • Yuba City, CA 95993
530.743.7325 Office 530.755.0255 Fax

Date: Tuesday, March 14, 2017

Proposal # 2017-0053

Submitted To:
Jennifer Skupic
Natomas Basin
2150 River Plaza Drive
Sacramento, CA 95833
Contact Information:
Phone: (916) 649-3331
Mobile:
E-mail: jskupic@natomasbasin.org

Work To Be Performed At:
Natomas Farms
Del Paso Road
Sacramento, CA 95833
Site Contact: Jeremy Lore
Site Phone:
Site Email:

Road Grading, Rock import.

Table with 3 columns: Qty, Proposed Service(s) & Description(s), Depth. Row 1: Sq. Ft., Misc Grading, \$28,734.12

Service Description
Re Grade Roadway, Moisture condition and compact existing road. De-Grub and grade a crown, or slope to allow water to flow. Furnish and instal 450 tons of base rock to corners, low spots and blow out areas. Moisture condition and compact base rock.

10 Working Days Notice Is Required For Scheduling. Project Total \$28,734.12

Big S Asphalt reserves the right to withdraw this proposal if not accepted or scheduled within thirty (30) days.

Estimator: Chris McVey Date:

ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted Authorized Signature Date:

Please sign and return one copy upon acceptance to above address, fax # 530-755.0255 or email estimating@bigsasphalt.com

## CONDITIONS AND GENERAL INFORMATION

### PLEASE READ CAREFULLY BECAUSE THESE CONDITIONS ARE PART OF THE CONTRACT YOU WILL ACCEPT BY SIGNING THE FRONT PAGE

- 1) This contract does not include permits, bonds, or any form of engineering (staking, testing, inspection, etc.) unless otherwise specified.
- 2) Buyer agrees to pay Big S Asphalt in full upon completion of the work specified on the front of this contract. (All accounts not paid in full within 30 days after completion shall incur interest of 1.5% per month from date of invoice, equal to 18% per annum until paid in full.)
- 3) In the event this contract should be referred to an attorney for collection and/or in the event that suit be commenced to collect any sums due hereunder, buyer agrees to pay collections cost including, but not limited to, legal fees, court costs, lien proceedings, and reimbursements for time invested in the collection process.
- 4) Work to be done in accordance with specifications and quantities identifies on the first page of this proposal/contract, any alteration or deviation from the specifications involving extra costs will be executed only upon written orders and will become an extra charge over the above estimate amount.
- 5) This contract does not include prevailing wage rates unless otherwise specified on the first page of this proposal/contract.
- 6) Parking lots are to be cleared of all vehicles by 7:00 am of the scheduled work day. Any vehicles not moved will be towed at the expense of the owner/or person Big S Asphalt is contracting with.
- 7) Asphalt surfaces are to be cleaned by air sweeping unless otherwise specified and/or requested it will not be the responsibility of Big S Asphalt to perform pressure washing and/or any means of cleaning outside of air sweeping.
- 8) ADA Compliance Upgrades- Big S Asphalt recommends that all ADA compliance upgrades be evaluated, scoped and approved by a qualified ADA Consultant or Engineer. Drawings, inspections, testing, and permits will be the responsibility of the client whom Big S Asphalt is contracting for. Big S Asphalt can provide services as listed above upon request for additional fees. By signing this contract you agree as the customer Big S Asphalt will not be responsible or held liable for final inspection on work completed as per the contract. You further agree that it is not the responsibility of Big S Asphalt to perform ADA Compliance Upgrades outside of the contract.
- 9) Cracks do not all look alike and are not caused by the same thing and cannot all be repaired in the same fashion. Big S Asphalt can only guarantee quality workmanship and material-but cannot guarantee that cracks will not occur or reoccur due to the factors as mentioned above. Big S Asphalt does not guarantee crack repair.
- 10) When seal coating oil spots and/or gasoline deposits there is no guarantee for adhesion due to saturation of the asphalt surface. Procedure used by Big S Asphalt (unless otherwise specified) 1. Air Sweep 2. Seal coat with asphalt sealer (Seal coat material cannot be guaranteed to stick to oil spots and/or gasoline deposits).
- 11) Big S Asphalt does not recommend seal coating new AC prior to 14 days of curing time. If new AC is to be sealed prior to 14 days of curing time at the owners request cracking and peeling of the seal coat may occur, and Big S Asphalt will not be held liable.
- 12) Any damage to newly paved or seal coated areas that have been properly barricaded will not be the liability of Big S Asphalt.
- 13) Big S Asphalt requires a 72 hour minimum cancellation notice on scheduled work to be performed, with the exception of inclement weather conditions. This 72 hour notice is necessary to allow Big S Asphalt a sufficient amount of time to schedule work in place of canceled work without losing production costs. In the event of a cancellation with less than sufficient notification Big S Asphalt may charge the customer 1/3 of the contract price and/or a minimum of \$1850.00
- 14) Any unusual conditions of sub grade encountered, such as buried slabs, underground piping, soft or unsuitable sub grade are reasons for written change orders.
- 15) Asphalt repairs- any area we excavate, properly base, and repave to our specifications will be guaranteed for one year. Abnormal use will void this guarantee where damage is caused.
- 16) Big S Asphalt will make every effort to preserve the surrounding and conditions in place on the job site, however, Big S Asphalt will not be held responsible for cracks or damage to sidewalks, driveways, curbs, patios, walls, bridges, black tire marks, water damage, lawns, landscapes, and overhead wires.
- 17) Big S Asphalt will not be liable for damage to any utilities encountered less than six inches below finished grade including but not limited to; underground pipes, conduits, fiber optic lines and/or wires of any kind.
- 18) Any structural section recommended by Big S Asphalt should be considered as a minimum only and not a warranty, expressed or implied, is given as to the suitability for the use intended. In areas of heavy traffic loads or where underlying soil conditions may be marginal, a soils engineer should be consulted. (The minimum standard paving section for car traffic is four inches suitable AB and two inches AC).
- 19) When the areas intended to be paved have a slope of less than 1.75%, Big S Asphalt will not be liable for "birdbaths" (places that hold water, lakes, puddles etc.) that may occur in or on new asphalt surfaces. Big S does not take responsibility for drainage on project that have not been engineered.
- 20) All drainage will be as existing on AC overlays and/or skin patches unless otherwise specified. Big S Asphalt does not assume responsibility where insufficient drainage conditions exist.
- 21) Big S excludes, Fees, Permits, Engineering, Construction Staking, Soils Reports, Over excavation, Re-compaction, Lime treatment, Fencing, Security, Landscaping, Irrigation, Fine grade for landscape, import of topsoil for landscape, and/or temporary sanitary facilities.
- 22) Big S Asphalt Co. does not assume responsibility for placing appointed tow company phone number(s) and/or address on ADA Tow Away signs (entrance sign). It is the responsibility of owner and/or general contractor

#### NOTICE TO OWNER

##### (Section 7019 Contractors License Law)

Under the mechanic's lien law, any contractor, subcontractor, laborer, material man or other persons who helps to improve your property and is not paid for his or her labor, services, or material has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencement of such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of 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 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 the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

**Contractors are required by law to be licensed and regulated by the contractor's state license board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:**

#### CONTRACTOR'S STATE LICENSE BOARD

P.O. Box 26000 • 9835 Goethe Road • Sacramento, CA 95826 1-800-321-2752

#### NOTICE OF RIGHT TO CANCEL

You may cancel this transaction, without any penalty or obligation, within three business days from the date on the front of this proposal/contract. If you cancel, any property traded in, any payments made by you under the contract sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the contractor regarding the return shipment of the goods at the contractor's expense and risk.

If you do not make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods 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 performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of the cancellation notice to: