

PROPOSAL CONTRACT

Date: 7/23/2018
Est. Code: WLButler-Sunnybrae-SC/ST

Proposal #: 99003A
Customer: W.L. Butler Construction, Inc.
204 Franklin St
Redwood City, CA 94063
Attn: Jon Lapachet
Bus: (650) 361-1270
Mob:
Email: Jon.Lapachet@wlbutler.com
Fax: (650) 361-8544

Job Site: Sunnybrae Elementary
1031 S Delaware
San Mateo, CA 94402
Job Contact: Jon Lapachet
Bus: (650) 361-1270
Mob:
Email: Jon.Lapachet@wlbutler.com
Fax: (650) 361-8544



Quantity	Description		Total
	<p>DRYCO will furnish and install all labor, material, equipment and services required to construct the seal coat & stripe at the above referenced project as shown on attached drawing and as specified below.</p> <p style="text-align: center;">SUNNYBRAE - SEAL COAT & STRIPE - Certified</p> <p><u>SEAL COAT - Prevailing Wages</u> Seal Coat (1 Move - 2 Coats) - Weekday: Clean the entire designated pavement surface using power blowers as required. Seal cracks 1/4" and larger with Duro-Flex hot applied crack filler as per manufacturer's specifications. Treat oil spots with Polyoil sealant (heavy oil stains may reappear). Apply a two-coat application of Western Colloid #327 seal coat emulsion over entire surface. Squeegee first coat and spray the second coat for optimum coverage. This work to be completed in 1 move on a weekday.</p> <p><u>STRIPING</u> Playground Striping : Restripe all existing pavement markings per current playground layout. Includes (1) USA map and 5-lane track. Stripe (1) new "Capture flag Court". Include color infill at (2) Hopscotch and (2) Four Square game areas. 1 Phase. Use standard traffic paint.</p> <p>NOTES & CLARIFICATIONS 1. Excludes permit and inspection fees. (If Required) 2. Notification and vehicle removal by Owners and/or Owner Representatives. 3. Irrigation to be shut off 24hrs prior to seal coat. 4. To be performed in 1 phase during normal hours and weekdays. 5. All obstructions to be cleared by others. 6. Includes PREVAILING / CERTIFIED LABOR RATES. 7. Excludes vegetation clearing, removal of picnic tables, asphalt repairs, new utility boxes, WORLD map.</p>		
92,310 SF		\$.155	\$14,308
LS		LS	\$7,990

DRYCO's Authorized Representative:


Stephen Saisi, Estimator

DRYCO proposes to complete the above work for the sum of \$22,298

Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature:

W.L. Butler Construction, Inc.

Date:

Payment Terms: DUE UPON RECEIPT OF INVOICE

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. DRYCO is authorized to do the work as specified. By signing this proposal, you are agreeing to our terms & conditions.

DRYCO TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from enclosed specifications involving extra cost 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, such as weather, etc. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Bonds, Permits, Engineering Fees, etc. are not included in this proposal unless otherwise noted. If government or city specification alters the client's instruction, and additional costs are incurred, the extra costs will be passed onto the client.

Interest at the rate of 1 ½% per month will be charged on all unpaid balances over 30 days. In any action brought to enforce payment prevailing party will be entitled to reasonable attorney fees.

DRYCO shall not be liable for any damage or expense due to breakage of electric, gas, water lines or any other object not clearly marked or indicated at job site or on plot maps. This must be the Owner/Manager responsibility to advise contractor of said obstacles.

If asphalt or concrete encountered is thicker than total depth bid, cost for further excavation and replacement shall be negotiated on site by DRYCO's representative and the owner or owner's representative. If the subsurface is wet or inadequate and sub-base will not stabilize after compaction, then any additional cost for further excavation and replacement to stabilize the subsurface shall be negotiated on site by DRYCO's representative and the owner or owner's representative.

If seal coating is specified, DRYCO agrees to seal coat the asphalt pavement as outlined by this agreement with the product specified herein. The intended use of seal coating material is to resurface existing asphalt pavement and is not intended to restore badly cracked or broken base pavement, nor to permanently seal cracks subject to base movement. Cracks sealed and filled will open again.

Your attention is directed to Sections 8034, 8200 et seq., California Civil Code which requires us to notify you by way of California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or material furnished, or to be furnished, the improved property (which is described herein) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.

Scheduling of work will be considered acceptance of all terms of this contract, and it becomes legal and binding without being signed.

DRYCO Construction, Inc. will be responsible for damage to property or injury to persons caused by or arising out of our work, but only to the extent caused by our negligent acts or omissions.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

SPECIAL NOTE: Due to the California soil conditions, DRYCO is not liable for cracks which will occur in your new pavement surface due to earth movement, soil expansion, soil contraction or tree roots. This note applies for new asphalt and concrete surfaces, and may occur during the Warranty period.

The Best Warranty/Guarantee in the Business.

Work is guaranteed against failure due to faulty material or workmanship, for a period of three years.

Non-payment as per terms of contract voids all warranties.