



Bid Date: 4/16/2020
Project Name: Blackhorse Estates III
Project City: Clovis
Project State: CA

Estimator: Bobby Wheeler
Email: Bobby.wheeler@slurry.com
Phone: 916-719-0970
DIR #: 1000001231

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Minnewawa	Slurry Seal Type II - Per Caltrans Spec.37	SF	91,300	\$ 0.30	\$27,390.00
Alluvial	Slurry Seal Type II - Per Caltrans Spec.37	SF	135,755	\$ 0.36	\$48,871.80
Quote based on both Minnewawa & Alluvial occurring at the same time.					\$76,261.80

Price based on full closures of work quoted.

INCLUSIONS: 1 Mobilization, additional mobilizations at \$15,000
Pre-Cleaning by sweeper only, additional cleaning by change order
Traffic control for VSS work only (Maximum of 2 Flaggers), includes temporary road closure of residential streets
Previous mix design and previous calibrations
1 Post sweep to occur 3-5 weeks after completion of project.
VSS work to be applied between 7AM and 7PM weekdays
Work to be accomplished up to no more than 1 consecutive day(s).
Work must be scheduled 4 weeks in advance to assure crew availability
Quote valid for 10 days, return signed to secure price and schedule
Includes local prevailing wage rates, should federal rates apply additional charges will occur

It is important to notice what is excluded from this estimate when comparing it to the City's project. When similar items are compared, the estimate and actual costs are separated by less.

EXCLUSIONS: Any work not described above is specifically excluded.
Traffic control plan, posting, notifications, lane closure and or splitting of residential streets
Construction area signs, portable message boards, arrow boards, light towers
SWPPP/WPCP, permits, testing, QA-QC plan & inspection, new calibrations, test strip
Bond @ .5% (\$5.00/\$1,000.00), any special fees/training not limited to TERO, railroad and/or environmental trainings \$7,500 ea.
Pavement repairs, crack weeding, cleaning or sealing, tree trimming
Permanent or temporary stripe/marker - removal, replacement, protection, or referencing
Rolling, side-walk/driveway cleaning and or blowing
Responsibility for any water ponding (surface treatment to follow existing grade) or power steering tears
Survey, corner records and adjustment of monuments/utilities/manholes of any kind
OCIP insurance, longshoreman, community work force or project labor agreements

NOTES: Materials associated with this quote **ARE NOT** based on price index fluctuations adjustments per the project specifications and will be invoiced or credited monthly and are subjects to subcontractor's payment terms. Please call for different pricing if the opposite condition is required for your bid. All work described above is based on estimated quantities and shall be a minimum, overruns to be paid at the unit price. VSSI may require a cold weather release form for any resurfacing operations needed for late or early season work in cooler weather climates. Acceptance of bid/proposal accepts these stipulations regardless of requirements by owner. Retention to be paid within 60 days of completion of our work. This proposal, when accepted by Purchaser, constitutes a binding contract between the parties hereto, incorporating each and every one of the provisions of the Conditions of Sale on the reverse side hereof.

Accepted: _____
Contractor/Firm

By: _____
Authorized Representative, Owner

Date: _____

VSS International is an Open Shop Contractor and will not become signatory to any labor agreements.

3785 CHANNEL DRIVE • WEST SACRAMENTO, CA 95691, USA • PHONE (916) 373-1500 • FAX NO. (916) 373-0183

CA LICENSE NO. 293727A • NV LICENSE NO. 014802A • OR LICENSE NO. 65821 • AZ ROC 285579

ID LICENSE 13304-AAA-4(47) • WA LICENSE NO. VSSI01875JW

PAVEMENT MAINTENANCE SPECIALISTS

— CONDITION OF SALE —

- 1) **In California 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 26999, Sacramento, California 95826.**
- 2) For work in the state of Nevada: Section 108.2394 of the Nevada revised Statutes, a part of the Mechanics Lien Law of the State of Nevada, requires for your information and protection from hidden liens, that each person or other legal entity which supplies materials to or performs work or services on a construction project, other than one who performs only labor, shall deliver to the owner a notice of the material supplied or the work of service performed. You may receive such notices in connection with the construction project which you propose to undertake.
- 3) The performance and/or delivery shall commence not later than as specified on the front page. In the event of delays caused by Purchaser beyond this date, cost increases (if any) shall be charged to Purchaser's account.
- 4) All orders are subject to acceptance at the seller's general offices at P.O. Box 981330, West Sacramento, California 95798.
- 5) The seller shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond the seller's reasonable control.
- 6) Unless it shall expressly be agreed thereto in writing, the seller shall not be responsible for the operation and results of any technical advice in connection with the design, installation or use of the product sold hereunder.
- 7) It is agreed that no promises, agreements or understandings have been made other than contained herein; that no agent has any authority to obligate the seller to any terms or conditions not herein expressed unless seller approves of in writing.
- 8) All payments are to be made by the purchaser to the seller's office location noted on the front page. All accounts are due and payable as stated on reverse side under terms. Our Finance Charge on past due accounts is a fixed amount of 2% per month on the principal balance due which is equal to an Annual Percentage Rate of 24%.
- 9) In the event of nonpayment of past due accounts, the entire amount of both principal and interest accrued at such time shall become due, payable and collectable without notice at the option of the seller. The purchaser agrees to pay reasonable attorney's fees incurred, with or without legal action, in collecting the past due account together with all court costs involved.
- 10) This agreement shall be deemed to have been entered into in the State of California, and all questions of the validity, interpretation, or performance of any of its terms, or any rights or obligations of the parties to this agreement shall be governed by California law.
- 11) Any controversy between the parties to this agreement involving this construction, application or performance of any of the terms, provisions or conditions of this agreement, shall, on the written request of either party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party, or in such proportions as the arbitrator shall decide.
- 12) This contract contains the entire agreement between the parties concerning the rights granted and the obligations assumed in this contract. Any oral representations or modifications concerning this contract shall be of no force or effect, except for a subsequent modification in writing signed by the parties.
- 13) If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, expert's fees, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 14) Failure of the seller to enforce any of these conditions or to exercise any right shall in no way affect such rights and no failure shall be construed as a waiver in respect to other or future occurrences.
- 15) Seller will submit progress estimates for work actually completed at the end of each month, and Purchaser will pay 90% of the invoice amount due within ten (10) days after receipt of such billing. The amounts so paid shall be deducted from the final billing after completion of all work.
- 16) You, as owner or tenant, have the right to require the contractor to have a performance and payment bond or funding control. An additional charge of ½% will be added to the bid amount to cover this cost if requested.
- 17) **The intended use of sealcoating and resurfacing materials is to resurface existing asphalt pavements. They are not intended to remove surface variations which may hold water, change existing drainage patterns, restore badly cracked or broken base pavement, or permanently seal cracks subject to base movement. Cracks sealed and filled may open again.**
- 18) **VSS International will not be responsible for damage to any underground utilities, unless said utilities are specifically marked with depths on a furnished blue print. VSS International will also not be responsible for *surface drainage* on new or existing pavement unless said surfaces have a minimum of 1½% slope to drains.**
- 19) **The purchaser by signing this contract hereby declares that the pavement and subgrade to be repaired or sealed is structurally sound enough to support the weight of repair and seal coating equipment. Failure or damage to pavement as a result of inadequate structural support of VSS International's equipment is the responsibility of the purchaser.**

Accepted: _____
Contractor/Firm

Accepted: _____
VSS International, Inc.

By: _____
Authorized Representative/Owner

By: _____

Date: _____

Date: _____