



PROPOSAL & CONTRACT



Paving the Way Since 1981

Date: 05/16/2022
Contract No: GS22-1480

Project Manager: Greg Sellers

Condominium Management Services
PO Box 5022
Upland, CA 91785

Job Name: Mt Baldy HOA
Address: 6783 Bear Canyon Rd
City: Mt Baldy, Ca 91759

Attn: Richard Wismer

Phone: (909) 946-6860

Fax:

E-mail: richard@4000st.com

Due to global supply-chain issues and the increased and fluctuating cost of petroleum products, the prices quoted in this proposal are valid for 15 days and may be withdrawn or amended by AMS Paving, Inc. All pricing will be based on the current market value when the project is started.

We hereby propose to furnish all material and labor for the following:

ASPHALT

1. Clean surface, apply SS1H oil tack coat and overlay approximately 5,005 square feet of deteriorating asphalt in 23 locations with up to 2.5 inches compacted average of new hot mix asphalt. Machine roll for optimum compaction and smooth uniform finish.

TOTAL BASE BID

WE HEREBY PROPOSE, to furnish all material and labor in accordance with the above specifications for the completion of all contracted work for the sum of:

\$ 19,950.00

TOTAL DUE UPON COMPLETION, OR AS ITEMIZED ABOVE

NOTES:

- A:** Price excludes Engineering; Plans; and/or Permits. Excludes Underground Utilities; Gate Loops and Tracks; Landscape; and/or Irrigation Repair.
- B:** Asphalt resurface is a semi-permanent repair, reflective cracking may appear due to subgrade not being addressed.
- C:** Not responsible for tree root damage or reflective cracking from tree roots.

NOTE- ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THIS SHEET AND THE FOLLOWING PAGES WILL BECOME INCORPORATED INTO AND AN INTEGRAL PART OF THIS CONTRACT. ALL LABOR AND MATERIAL GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH STANDARD PRACTICE AND IS WARRANTED FOR ONE YEAR FROM DATE OF INSTALLATION.

INLAND EMPIRE

11060 Rose Avenue
Fontana, CA 92337

PALM DESERT

75-150 Sheryl Ave., Ste D
Palm Desert, CA 92211

SAN DIEGO

10620 Trenea St., Ste 230
San Diego, CA 92131

800.357.0711 • sales@amspaving.com • amspaving.com • Lic.: # 415436

Date: 05/16/2022

Contract No: GS22-1480

Project Manager: Greg Sellers

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified, and payment will be as outlined above.

X *Greg Sellers*

Greg Sellers

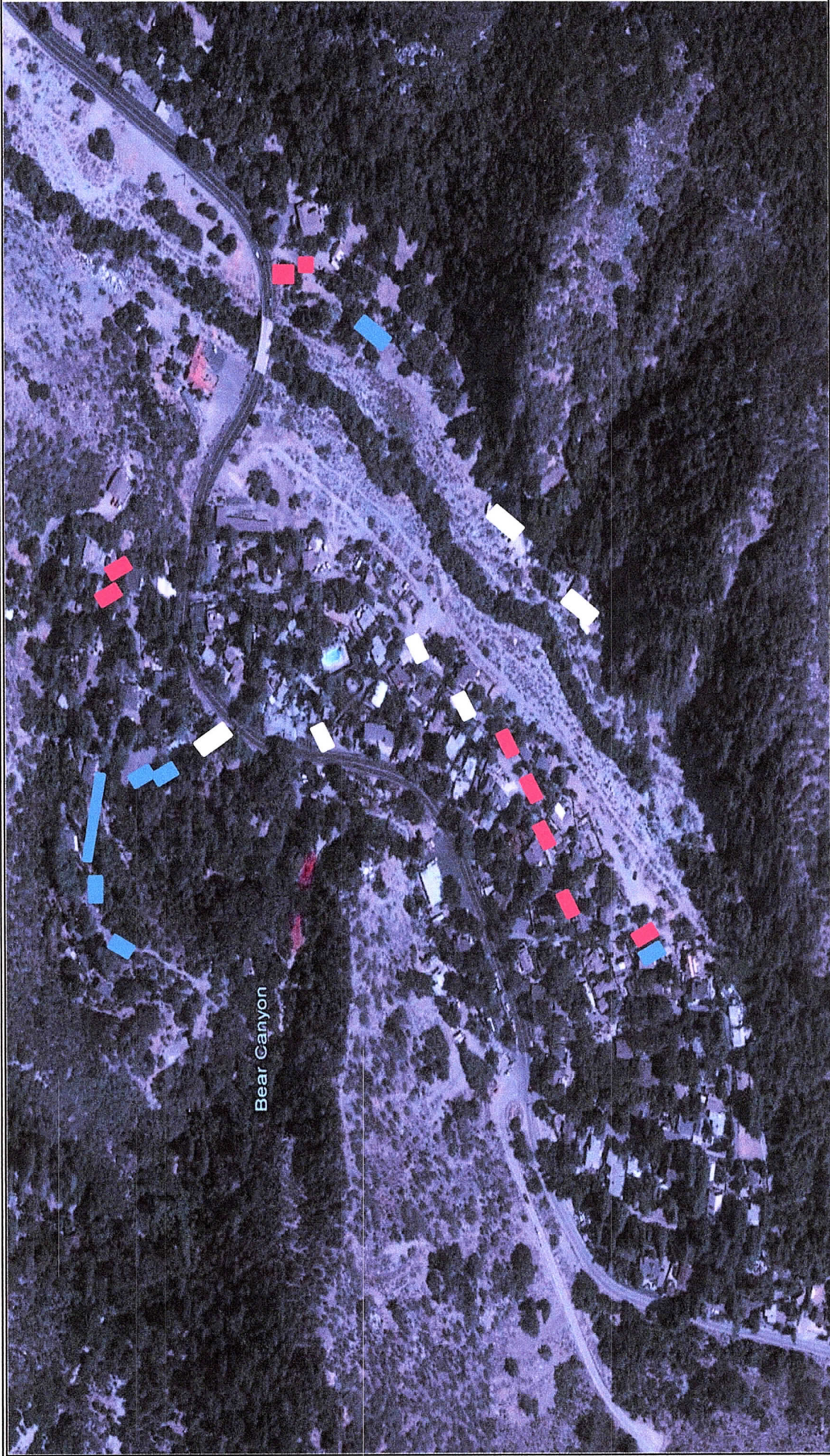
05/16/2022

Date

X

Authorized Signature

Date



11060 Rose Avenue
Fontana, CA 92337
Tel: (909) 357-0711 Fax: (909) 357-0715

Mt Baldy HOA

Asphalt Repairs
6783 Bear Canyon Rd.
Mt Baldy, CA 91759

Proposal: **GS22-1408**

Estimator: **Greg Sellers**

	Skin Patch
	Overlay
	Edge repair

Asphalt Map

Created: 5/31/2022

NOTE: ABOVE DIMENSIONS ARE AN ESTIMATE. NOT DRAWN TO SCALE



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**AMS PAVING, INC.
TERMS AND CONDITIONS**

ALL TERMS AND CONDITIONS STATED HERE ARE BINDING AND AN INTEGRAL PART OF THIS CONTRACT.

PAYMENT: It is understood that the payment schedule will be as follows: Upon the completion of each stage of the contract, that portion is payable in the form of installments as **AMS PAVING, INC.** work progresses. OWNER shall make progress payments to **AMS PAVING, INC.** accordingly. **AMS PAVING, INC.** shall deliver to OWNER invoices for Services performed with sufficient back-up billings upon completion of work. **NO RETENTIONS WILL BE HELD.** If other payment terms are stated in the body of this contract, then this paragraph shall not apply.

1. Buyer agrees to pay all court costs and reasonable attorney's fees in the event this contract is turned over to an attorney for enforcement or collection, and **AMS PAVING, INC.** is the prevailing party.
2. Any invoice not paid upon completion will be subject to interest of 1% per month or the highest rate allowed by law. An invoice is considered paid when **AMS PAVING, INC.** has payment in their possession.
3. **AMS PAVING, INC.** warrants that the material to be used will be as specified or equal, and that all work shall be done and performed in a workmanlike manner.
4. **AMS PAVING, INC.** must find the job site ready for commencement of our work as we have scheduled it with the buyer. This includes, but is not limited to:
 - A. All vehicles, trash, dumpsters, other contractor's debris, etc., must be removed prior to our arrival.
 - B. Hazardous waste collected on job site will be placed in a hazardous material waste bucket and left on-site.
 - C. All Water for irrigation purposes must be turned off (24) hours prior to commencement of our work, and must remain off for (48) hours after completion of work to allow for proper curing of materials. Pavement must be dry upon our arrival.
 - D. All areas where work was performed must remain closed to foot and vehicular traffic for a minimum of (24) hours after completion of work. When adverse weather conditions exist, work areas are to be kept closed for whatever length of time deemed necessary by **AMS PAVING, INC.** and so communicated to the buyer.
 - E. The condition of the job site must be the same as when the job was bid. Any additional clean up or changes that alter our costs may be billed to you as a valid additional charge. Any increase in square footage or work will be billed at the unit cost established in the contract.
 - F. On removal and replacement of existing asphalt, if the thickness is more than what is stated in our original contract or if Petromat Paving Fabric is found, then the customer will be billed accordingly for the additional thickness and Petromat Paving Fabric.
 - G. If any base or subgrade problems occur, customer will be billed accordingly for additional labor, material, Equipment etc., required to remedy subgrade problems.
 - H. Any standing time or delays will be billed as an additional charge that will reflect our actual costs.
 - I. All tenants, homeowners or otherwise interested parties must be notified by the owner, at least (72) hours prior to start of work.
 - J. If it is necessary to reschedule the job, then buyer must notify us in writing at least (48) hours in advance. If notice is not given in time, then a "move-in" charge of \$1,500.00 per crew will be charged for all preparations made.
 - K. If for any reason beyond the control of **AMS PAVING, INC.**, an additional move should result, it will be at the rate of \$1,500.00 per move, per crew, unless a different amount is specified in the contract.
5. **AMS PAVING, INC.** shall not be responsible for the following:
 - A. The guarantee of any crack sealing as it will sink and the cracks will not seal completely. After the cracks have been sealed, they will still show through any type of pavement coating.
 - B. The guarantee of seal materials not adhering to oil saturated spots or other substances that cause the seal not to bind properly to the asphalt. The normal cleaning procedures prior to sealing do not include the removal of impregnated oils.
 - C. The guarantee of seal materials not adhering to surfaces that cannot be cleaned satisfactorily by regular means.
 - D. Any damage or track marks of any kind resulting to the seal or asphalt if the barricades are avoided; diverted; removed or taken down prior to the time stipulated.
 - E. Any damage to cars, concrete, shoes, clothes, carpets, etc. as a result of getting on the asphalt prematurely.
 - F. Any damage that is not the direct result of negligence or willful misconduct of **AMS PAVING, INC.**
 - G. Any reflective cracking or water drainage problems of new asphalt patching or overlays due to pre-existing pavement conditions.
 - H. Any pavement sinking or settling resulting from failure or settling of subgrade from water erosion, improper compaction, etc.
 - I. Any damages to underground utilities.
 - J. Any engineering, staking, permits, licenses, fees, etc., unless outlined in body of contract.
 - K. Curb painting as it does chip and peel.
6. All expenses incurred by **AMS PAVING, INC.** in repairing any damage caused by others, shall be added to the original contract price and invoiced as an additional cost.
7. **AMS PAVING, INC.** shall not be responsible for "power steering" or scuff marks on the asphalt or seal. This is a normal occurrence (especially in hot weather) and usually blends back in and mend themselves in a few days.
8. The owner or agent shall hold harmless **AMS PAVING, INC.** from any and all claims whatsoever involving the property upon which work is to be performed, including property damage, bodily injury or death, or any other occurrence other than resulting from the sole negligence or willful misconduct of **AMS PAVING, INC.**

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X Greg Sellers

Greg Sellers

05/16/2022

Date

X Ruby Warner

Authorized Signature

6-8-22

Date